



FACILITIES SUBCOMMITTEE MEETING
 Gilroy Unified School District – via Zoom teleconference
 9 a.m. Friday, Jan. 8, 2021

1.

ITEM	PAGE #
A. Approval of minutes: Dec..4, 2020	1-3
B. Approval of minutes: Dec. 18, 2020	4-6

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Traffic study	South Valley MS	W-Trans	\$14,800	Measure E	7-11
B. Playground contracts	El Roble ES, Rod Kelley ES, Glen View ES	SPEC Play Eq.	\$1.4M	SCCALPGG	12-90
C. Installation of filing / health office	Brownell MS	Golden PMI	\$ 1,500	Measure E	91
D. Camera installations	Brownell MS	Qovo Solutions	\$20,857.36	Measure E	92-109
E. Final classroom move	Brownell MS	Hollister Moving	\$5,986.45	Measure E	110-112
F. Industrial hygiene (abatement) management	Brownell MS	EnviroScience, Inc.	\$26,202	Measure E	113
G. Pre-qualification processing	Facilities	Colbi Technologies	\$10,000	Measure E	114-115
H. Fencing modifications	Gilroy HS	Dryco	\$44,529	Measure E	116-131
I. Garden fencing	Glen View ES	Crusader Inc.	\$8,716	Site Funds	132-133
J. Alternative additions to review	South Valley MS	Flint Builders	N/A	N/A	N/A

3. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Follow up on cost share of 10 th Street improvements	Gilroy HS	N/A	\$30,000	Deferred maintenance	134-135

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, Feb. 5, 2021

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – Via Webex teleconference

Friday, Dec. 4, 2020

PRESENT

BC Doyle

Mark Good

Anna O'Connor

Alvaro Meza

Debbie Flores

Paul Nadeau

Linda Piceno

Dan McAuliffe

MEETING CALLED TO ORDER: 9 a.m.

APPROVAL OF MINUTES FROM NOV. 13, 2020:

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

FACILITIES ITEMS (PAUL NADEAU)**GLEN VIEW ES: ADDRESS UPDATE**

- Glen View had a modernization a few years ago that moved the admin offices from 9th Street to Princevalle. But the school address is still listed as 9th Street. The district still also owns the Princevalle address.
- It just makes the Princevalle address officially the primary address, which makes it easier for deliveries, etc. No cost to make this change. It's a form that's filed with the city.
- Next steps: The form will be submitted to the city for approval.

SOUTH VALLEY MS: TRAFFIC STUDY

- About \$70K from Measure E.
- This is part of the preparation for the modernization project. It's required for any major projects like this, from the city at least. Paul can look in to the specific law that requires it.
- We've requested quotes from five firms. Two have responded, including the firm that did Brownell's study.
- The challenge will be that the regular traffic isn't there to study. But also considers placement of drop-off and pick-up areas, driveways, etc.
- Linda: Will this cost us less if the traffic isn't at the same volume as when school is in session?
 - Alvaro: This should be less because the count is less.
- If this has to be pushed to January for board consideration, this will not hold up the project
- Committee agrees that this can go to the board, if Alvaro and Paul determine if the price is reasonable.

- Next steps: This will go to the board for approval, if Alvaro and Paul consider the price to be reasonable for the work that will be done.

SOUTH VALLEY MS: GEOLOGICAL STUDY

- About \$50K from Measure E.
- Two firms have submitted firms. We've used both firms for previous projects.
- Earth Sciences, Inc., was the firm that did the study for Brownell mS.
- Linda wants to make sure whichever firm is selected, it is meticulous in its work.
- This study looks at the "buildability" of the land to put a building on the property.
- It's not a hazardous materials study. Some hazmat has already started: ball fields been clean; some hot spots at base of buildings. One of the last things to be done is the analysis of the buildings itself.
- Next steps: The quote with Earth Sciences will go to the board for approval.

BROWNELL MS: SECONDARY FURNITURE ORDER

- \$10,200 from Measure E.
- KI Furniture.
- These are for additional file storage cabinets in the administration building and the health office. We were hoping to avoid having any of the cabinets from the old site but some old filing cabinets are being used.
- More requests for additional storage may be coming once staff returns to campus.
- Next steps: This will go to the board for approval.

BROWNELL MS: CONCRETE CURE SITUATION

- This has led to a stop work order for Flint at Brownell MS.
- Earth Systems informed Aedis the solar footings in the C pods and D pods did not pass their tests.
- The test will be to dig into the subterranean of the poles to pull core samples to test those columns themselves, instead of just relying on the test pour.
- Dec. 10: Earth Systems will conduct the next test. We will know more about the status at that point.
- Jerome Zalinski, the project's inspector of record (IOR), was the first one notified and he's responsible to report these findings to us and the Division of State Architect (DSA).
- Bachmann Enterprises and Don Chapin are the subcontractors for this concrete work.
- If the worst-case scenarios occurred, what happens? The structural engineers would have figure out a mitigation for allowing the piers to remain – by adding collars, additional support, etc.
- Note that the district would like to not use Chapin as a subcontractor for South Valley MS project.
- Next steps: Construction at this area has to stop for timeframe to allow for the correct curing time of the concrete on this area. Paul will send an update to the committee on Dec. 11. A report of this situation and finding should be given at Dec. 17 board meeting.

BROWNELL MS: WATER DAMAGE REPORT

- A subcontractor was testing a water line. During this test, a drain in a bathroom in the admin building backed up and flooded part of main office area.
- Flint quickly responded to clean up and dry up the area. They also brought in a firm to test the area for mold, etc.
- The area was dry by later in the afternoon.
- Mark would like clarity on where or if the report chronicles any physical damage. Answer the questions and send to Dr. Flores so she can send them in her Sunday report for Dec. 13. Mark would also like documentation of what the reasonable expectation of mold developing or not.
- Next steps: Paul will answer Mark's questions and prepare a damage report so Dr. Flores can include in her report.

MAINTENANCE ITEMS (DAN McAULIFFE)

CHRISTOPHER HS: FILTER CONTROLS FOR POOLS

- The automatic controls have failed. They can't be fixed. They'll need to be replaced for about \$50K.
- The pool crew is doing this manually and it's working fine. It's not an urgent issue because it's sustainable at least until the pools return to full activity.
- Next steps: Dan recommends that we don't replace for now.

OTHER PROJECT/FACILITY ISSUES AT SITES

GILROY HS:

- Pool project is technically done. The note of completion is expected in January. We are working on a plan to increase security in this area at night. We've gotten some quotes from three firms. Paul will bring additional information for this item to the next FSC meeting.
- Courtyard project, formerly the site of the old portables, is back at the architect because the quotes were coming in higher than expected. It isn't ready for quotes yet.

RUCKER ES:

- Two additional contractors are evaluating the site for additional quotes. The principal said the fencing is the No. 1 priority for the site.

MEETING ADJOURNED: 10:17 a.m.

NEXT MEETING: Jan. 8, 2021

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – Via Webex teleconference

PRESENT

Paul Nadeau
 Linda Piceno
 Anna O'Connor
 James Pace
 Alvaro Meza
 Aurelio Rodriguez
 Mark Good
 Marissa Van Patten
 Dan McAuliffe
 Aedis: Joe Vela

MEETING CALLED TO ORDER: 1 p.m.

The meeting purpose:

- This meeting is for the committee to evaluate modular suppliers for South Valley Middle School Modernization Project. Usually the general contractor on the project would be involved in this evaluation. But the project general contract – Flint Builders – is being removed from the evaluation because Hummingbird Buildings, the company's modular division, has opted to be a contender.
- The evaluation for each team will have the same structure, with Paul as the moderator:
 - **Team introductions**
 - **Project approach** with design details (10-minute limit)
 - **A set of pre-defined set of questions** for each contender, which the committee will use for their scoring sheets:
 1. What makes your approach unique to other pre-fab manufacturers?
 2. How does your approach take advantage of time and cost efficiencies?
 3. Should we proceed with your system and find complications arise on site during assembly, what's your capacity to expedite replacement parts and maintain the balance of the order on time?
 4. In your system, what trades are self-performed and what is covered under subcontractors?
 5. Please tell us why your approach is the solution for this project?

Questions/comments before the interviews:

- Mark: Is it unusual that we only have two bidders?
 - Alvaro and Joe: Many manufacturers are booked with high demand. It looks to be an availability issue.

FIRM NO. 1: Hummingbird Buildings

- Matt Brandon
- John Stump
- John Reinhardt
- Greg Richards
- Frank Riley

- **Q&A**

1. **What makes your approach unique to other pre-fab manufacturers?**

- Structural system addresses challenges on older buildings by accommodates added weight, for example. The system can also be easily adapted down the road.
- "We love good design." Flexibility for good design and potential.

2. **How does your approach take advantage of time and cost efficiencies?**

- From overlapping schedules. The manufacturing can run concurrently with other things going in, like concrete, for example.
- Manufacturing and installation process is streamlined for efficiency. Vertical integration of the processes mean labor and cost can be a fraction of others.
- Self-performing for the whole manufacturing process.

3. **Should we proceed with your system and find complications arise on site during assembly, what's your capacity to expedite replacement parts and maintain the balance of the order on time?**

- Everything we do "off the shelf," conventional construction in a pre-planned process. We solve problems in the field and adapt.

4. **In your system, what trades are self-performed and what is covered under subcontractors?**

- Self-performing as much as possible. We try to keep subcontracting to only things that bring be cost effective for district.
- We do this to maintain quality and cost.

5. **Please tell us why your approach is the solution for this project.**

- "We will make whatever decision you make successful for you."

FIRM NO. 2: JL Modular

- Jeff Luchetti
- Will Cannell
- Kyle Chamberlain

- **Q&A**

1. **What makes your approach unique to other pre-fab manufacturers?**

- System is pre-fabricated and shipped flat to give flexibility in design, materials and more.
- This also helps this look and perform like a site-built building.

2. How does your approach take advantage of time and cost efficiencies?
 - Pre-planning and pre-construction are key to get things done on time. We can get through DSA quickly because our system (6-8 weeks, which is faster than other projects).
 - We update drawings and make adjustments after each project so that mistakes are not repeated.
 - Cost predictability means the project will cost what we said it will cost.
3. Should we proceed with your system and find complications arise on site during assembly, what's your capacity to expedite replacement parts and maintain the balance of the order on time?
 - Because it's a modular system, the rest of the building can be erected to address an issue.
4. In your system, what trades are self-performed and what is covered under subcontractors?
 - 25%: Off-site manufacturing.
 - 75%: On-site work through subs.
5. Please tell us why your approach is the solution for this project?
 - "We're going to give you what you're asking for."
 - Our work is fast and efficient.

Next steps:

- The committee should take a few of days to review the RFPs to study the proposal details.
- Scoring sheets should be sent to Paul by Wednesday, Dec. 23. Paul will tabulate and send to Aedis.

Meeting adjourned: 2:18 p.m.



December 22, 2020

Mr. Paul Nadeau
 Director of Facilities Planning & Management
 Gilroy Unified School District
 7810 Arroyo Circle
 Gilroy, CA 95020

Proposal to Prepare Traffic Study for South Valley Middle School

Dear Mr. Nadeau;

W-Trans is pleased to provide this proposal to prepare a Traffic Impact Analysis (TIA) supporting the planned modernization of the South Valley Middle School located at 385 I.O.O.F Avenue in Gilroy. Our proposal is based on the Gilroy Unified School District (GUSD) Request for Proposals dated November 19, 2020, our understanding of the project, and our experience with similar traffic studies in Santa Clara County. Our proposal includes a thorough approach that will provide a document that can inform the stakeholders, GUSD staff and decision-makers.

We understand that the GUSD wishes to modify the campus by moving the school vehicular entry and exit points from I.O.O.F Avenue to Murray Avenue as part of a campus modernization plan. The intent of moving the access points is to alleviate congestion on I.O.O.F Avenue by shifting the school access further away from the neighboring Gilroy Prep School and the District maintenance and transportation department, both of which have primary access on I.O.O.F Avenue. South Valley Middle School currently serves approximately 800 students. This level of enrollment is expected to remain into the future with the implementation of the campus modernization.

The following scope of services is suggested to identify the project's potential impacts based on our experience with other schools and the requirements described in the *Traffic Level of Service Analysis Guidelines*, Santa Clara Valley Transportation Authority, Congestion Management Program, 2003. Through these projects we have gained a good understanding of the information staff and decision makers typically require in order to make informed decisions.

Project Team

W-Trans is a traffic engineering consulting firm with offices in Oakland and Santa Rosa. I will serve as the Principal-in-Charge for this study. I have more than 30 years of traffic engineering experience, including completing work on several projects in Santa Clara County. Kenny Jeong will serve as the Project Manager and be your primary point of contact. Kenny has also recently worked on traffic studies for other projects in Santa Clara County.

Tasks

1. Data Collection and Field Visit

Travel in Gilroy (especially near schools) are currently lower than normal as the region is observing a "shelter-in-place" order in response to the COVID-19 global pandemic. If used alone without any adjustments, traffic counts conducted during this period would have limited usefulness as any traffic data gathered during this pandemic period would not be representative of typical conditions. As such, we recommend collecting new traffic counts and then factoring them upwards to approximate current year traffic levels to replicate non-pandemic conditions. We will collaborate with City Staff to identify a factor based on the best available traffic data. Potential data sources to be used as the basis of the factoring are historical traffic counts, General Plan (or similar documents) traffic projections and the Caltrans-maintained PeMS database.

W-Trans will conduct peak period vehicle turning movement counts at the intersections of:

1. Murray Avenue/Leavesley Road
2. I.O.O.F. Avenue/Murray Avenue
3. Monterey Road/I.O.O.F. Avenue

Unless otherwise instructed by GUSD or City of Gilroy staff, the turning movement counts will be conducted during the two peak traffic periods corresponding to weekday school trips:

- 7:00 - 9:00 a.m. (morning peak)
- 2:30 - 4:30 p.m. (after-school peak)

Field reconnaissance visits performed by W-Trans staff, will occur to coincide with the peak period turning movement counts. The purpose of this visit is to confirm data and information. We will observe and note the following:

- Roadway cross-sections
- User behavior
- Intersection lane geometry and configuration
- Traffic control devices
- Surrounding land uses
- Sight distances
- Locations of pedestrian, bicycle, and transit facilities

2. Technical Analysis

Trip Generation and Land Use Inventory

W-Trans will estimate the number of net-new trips added to the study area based on a three-step process; trip generation, trip distribution patterns, and trip assignment.

The trip generation for the weekday daily, a.m. and p.m. peak hours for the proposed development will be determined based on standard average trip rates published in the most recent edition of the Institute of Transportation Engineers' *Trip Generation*. The trip distribution for the proposed development will be confirmed with GUSD and City staff prior to beginning analysis. Trip distribution will be based on recent traffic analyses or travel forecast modeling conducted for the study area.

The trip distribution for the proposed development will be confirmed with either the City of Gilroy or GUSD staff prior to beginning analysis, including any assumptions regarding credits for pass-by, linked, or internal capture of the proposed project. Trip distribution will be based on anonymous home addresses of current (or projected future) student enrollment at South Valley Middle School. Trip assignments will be based on the origin and destination patterns evaluated in the trip distribution, and the likely route of travel for the net-new school trips to likely home addresses.

Site Circulation and Access

We will review and suggest improvements, if needed, for the following items:

- Efficacy of the proposed on-site circulation for motorized vehicles, pedestrians, bicycles, school buses, service vehicles, and emergency vehicles (e.g., fire trucks).
- Completeness of pedestrian and bicycle network on roadways and intersections adjacent to and nearby the project site. Analysis of pedestrian accommodations shall discuss sidewalks/pedestrian paths within the site and connectivity between the site and existing sidewalks.

- Evaluation of the vehicle access into and out of the project site from the proposed south driveway location. Using standards from either the Caltrans *Highway Design Manual* or the American Association of State Highway and Transportation Officials (AASHTO) *Green Book*, all vehicular access points serving the site will be evaluated for adequate sight distance, vehicle turning clearance, and safety considering prevailing vehicle speeds and other physical constraints.

Left-Turn Lane Warrant

At each proposed school driveway along Murray Avenue, we will evaluate the need for dedicated left-turn lanes by applying the Left Turn Lane Design Treatments for Left-Turn Lanes (Section 9.7.3) as shown in the Policy on Geometric Design of Highways and Streets (7th Edition, 2018) published by AASHTO.

Intersection Level of Service (LOS) Analysis

The analysis time periods for this study will be the weekday a.m. (7:00-9:00 a.m.) and school p.m. (2:30-4:30 p.m.) peak hours. The analysis methodology and software used for the study intersections will be confirmed with City of Gilroy Staff prior to commencement of analysis. We will determine if the proposed Project would cause any of the study intersections to operate below the City of Gilroy's current LOS standard. We are proposing to use TRAFFIX software and the 2000 Highway Capacity Manual methodologies. The traffic study will include the following traffic study scenarios:

- a. Existing Conditions - Existing operating conditions at the study intersections will be estimated based on the field reconnaissance, data collection, and methodologies described above.
- b. Existing plus Project Conditions - Project operating conditions will be analyzed based on a forecast of net-new trips associated with the proposed project added to the Existing Conditions traffic volumes.

Mitigation Measures

If it is determined the proposed project would result in a Level of Service below the City standard at any of the study facilities, then mitigation measures will be recommended and described in the report. The operational analysis for the conditions before and after incorporating the recommended measures will be provided. If necessary, we will propose and evaluate mitigation measures that would reduce potentially adverse transportation impacts to less-than-significant levels.

Vehicle Miles Traveled (VMT) Analysis

We will use the guidance provided by the California Governor's Office of Planning and Research (OPR) in the publication Transportation Impacts (SB 743) CEQA Guidelines Update and Technical Advisory, 2018, to evaluate the proposed project's potential impact relative to its anticipated contribution to the regional VMT. We will recommend appropriate mitigation measures to reduce the projects anticipated VMT per capita, if needed.

3. Documentation

A draft report describing the assumptions, analysis, findings and recommendations will be produced. Appropriate figures and tables will be included. Based on one round of non-contradictory staff comments on the draft report, a final report will be prepared.

4. Meetings and Project Administration

W-Trans has planned and budgeted for two virtual meetings. These are assumed to be a kickoff meeting and one additional meeting with GUSD or City staff. Any additional meetings would be considered additional work and could be arranged through a contract amendment.

Exclusions – The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings, requests for further analysis, multiple rounds of comments, or responding

to peer review comments, if needed would be provided on a time and materials basis after receiving written authorization for the extra work.

Staffing

Mark Spencer, PE - Principal-in-Charge

Mark Spencer is a Senior Principal and manager of the Oakland office, focuses on traffic analysis for multi-disciplinary projects, and excels at community engagement. He is registered in California as a Traffic Engineer.

Mark holds a B. Eng. in Civil Engineering from McGill University and an M.S. in Civil Engineering from the University of California at Berkeley. He has been working as a consultant in the Bay Area since 1990 and joined W-Trans in 2011. His work includes managing a wide array of transportation planning projects, from EIRs and Specific Plans to safe routes to school, parking, and neighborhood traffic management plans. He is often invited to present projects before community forums and elected officials and is recognized for his ability to present technical topics to both general and professional audiences. When asked what he does for a living, Mark will typically respond that, through transportation, he works to make communities better, safer and more livable. He also enjoys his role in mentoring and training staff.

Mark has been an active member of ITE since he was a Student Chapter President and then as an elected officer in the San Francisco Bay Area Section. He was Chair of the 2010 ITE Western District Annual Meeting in San Francisco and was elected to the Western District Board in 2014. He is currently the Western District International Director on the ITE International Board of Direction. Mark has presented papers at ITE and TRB Meetings on topics ranging from ITS to Parking Guidance Systems and ADA Training for Professionals.

Kenny Jeong, PE - Traffic Engineer/Project Manager

Kenny Jeong is a Traffic Engineer who manages traffic engineering studies for school sites and provides technical support for transportation improvement projects. He is registered in California as a Traffic Engineer.

Kenny received his B.S. in Civil and Environmental Engineering from San Jose State University. The Bay Area native began his consulting career immediately following graduation from SJSU contributing on Plans, Specifications and Estimates and traffic analysis reports for roadway improvement projects across the Bay Area. Kenny has a broad range of experience which includes working on multi-jurisdictional projects evaluating traffic operations using micro-simulation, roundabout analysis and planning, conducting traffic impact studies and reviewing school circulation issues.

Schedule and Budget

The draft report can be submitted to the GUSD for review within approximately three to four weeks following receipt of the fully executed task order (assuming no delays in data collection). We anticipate that the final report would be completed approximately one to two weeks following the receipt of GUSD comments on the draft report.

Our services will be conducted on a fixed fee basis. Monthly invoices indicating the percent complete will be provided electronically unless a hard copy via mail is requested. The fee for this work is \$14,880 including traffic counts.

Please forward an executed Task Order to initiate work. This proposal will remain a firm offer for 90 days from the date of this letter. Kenny Jeong will be your primary contact for the work. Please call if you have any questions. Thank you for giving us the opportunity to propose on these services.

Sincerely,



Mark Spencer, PE
Senior Principal

MES/kbj/GIL006.P1

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the “Agreement”) is entered into this 15th day of January, 2021, by and between the Gilroy Unified School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the “District”) and Specified Play Equipment Co., a California corporation which is a contractor licensed by the State of California, with its principal place of business at 121 #1 Industrial Road, Belmont, CA 94002 (“Contractor”).

WHEREAS, the District operates El Roble Elementary School, located at 930 Third Street, Gilroy, California 95020 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct/install playground facilities and improvements (as more fully described below) at the School Facility; and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of work sought by the District and is willing to perform said work all as more fully set forth herein; and

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

The definitions set forth below also apply when such terms are used in the Agreement.

- A. **Construction.** The term “Construction” means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **EXHIBIT A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project set forth in **EXHIBIT A** attached hereto, including any reference specifications or reproductions approved by the District, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” means those documents that form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.
- D. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor pursuant to the Scope of Work as set forth on **EXHIBIT A** attached hereto.

- E. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with District to furnish reasonable skill and judgment in performing the services set forth herein and in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. CONTRACT PRICE

- A. The District shall pay Contractor the total sum of \$440,863.19 for Contractor’s performance of the Scope of Work set forth in **EXHIBIT A** attached hereto (the “Contract Price”), subject to additions and deductions as provided in the Contract Documents.
- B. Contractor shall assume the risk of cost overruns, which were not foreseeable at the time this Agreement is entered into. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions relating to the Scope of Work; and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof.
- C. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 7 of this Agreement. The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the Contract Price shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 7, below.

SECTION 4. PAYMENTS

A. Applications for Payment.

1. Based on Applications for Payment submitted to the District by Contractor, the District shall make progress payments on account of the Contract Price to Contractor as provided herein. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

2. An itemized Application for Payment will only include completed portions of the Scope of Work. Contractor warrants that title to all work covered by an Application for Payment will pass to the District no later than the time of payment.

B. Progress Payments.

1. Provided that an Application for Payment, along with all required documentation, is received by the District not later than the 10th day of a month, the District shall make payment of the certified amount to Contractor within 30 days.

2. Subject to other provisions in the Contract Documents, the amount of each progress payment shall be the portion of the Contract Price properly allocable to completed Scope of Work less retainage of five percent (5%).

C. Final Completion and Final Payment.

1. Upon receipt of Contractor's written notice that the Project is ready for final inspection and acceptance and upon receipt of a final Application for Payment, if the District finds the Project is acceptable under the Contract Documents and the Agreement is fully performed, the District will make the final payment constituting the entire unpaid balance of the Contract Price, including retention, to Contractor.

2. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

SECTION 5. SUBCONTRACTORS

- A. Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project. Contractor shall inform all Subcontractors that the District will not be a party to any contracts for construction services executed by Contractor and Subcontractors.
- B. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of its obligations under the Contract Documents, Contractor shall be as fully responsible to the District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as it is for acts and omissions of persons it directly employs.

SECTION 6. CONSTRUCTION SCOPE OF WORK

- A. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional Division of the State Architect ("DSA") or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes and surrounding neighborhoods.
- B. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, obtaining permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- C. Contractor shall establish procedures for the protection of all surrounding structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property

damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- D. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the School Facility and surrounding neighborhoods, including procedures to control on-site noise, dust, and pollution during construction.
- E. Contractor shall promptly advise the District on all anticipated delays in the Project.

SECTION 7. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction, which differ from the work or requirements set forth in the Scope of Work (“Extra Work/Modifications”). Notwithstanding the foregoing, Contractor shall not be entitled to compensation for additional services required as a result of Contractor’s acts, errors or omissions.
- B. Contractor shall provide a cost estimate and a written description of the additional work necessary to complete any proposed Extra Work/Modifications. Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. Compensation for such Extra Work/Modifications shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such Extra Work/Modifications. In the absence of a written agreement, the District will not compensate Contractor for such Extra Work/Modifications and Contractor will not be required to perform such Extra Work/Modifications. It is understood and agreed that if Contractor performs any services that it claims are Extra Work/Modifications without receiving prior written approval from the District, Contractor shall not be paid for such claimed Extra Work/Modifications. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the Contract Price.
- C. Contractor agrees that, in determining the Contract Price, it has reviewed the Construction Documents and verified their adequacy and completeness. Accordingly, Contractor shall not be entitled to additional compensation for additional work related thereto that could reasonably be inferred from the Construction Documents.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to pay additional compensation to Contractor; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION

SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

SECTION 8. TIME OF COMPLETION

- A. Contractor agrees that the Project will be substantially complete by February, 28, 2021, and said date will be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this Section 8. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of five-hundred Dollars (\$ 500.00) per day for each calendar day of delay caused by Contractor until the Project is substantially complete. Any money due or to become due to Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from Contractor.
- B. The term "substantially complete" or "substantial completion" as used in the Contract Documents means completed in such a fashion as to enable the District, upon performance of any separate work to be done by the District under separate contract or by day labor, beneficially to occupy the Project, provided such occupancy and use does not substantially interfere with Contractor's performance of the remainder of the Project as agreed upon between Contractor and the District, which may be accomplished prior to the completion of the Project.
- C. The term "fully completed and accepted" shall mean that all remaining work has been completed in accordance with the Scope of Work set forth in **EXHIBIT A** attached hereto.

SECTION 9. TERMINATION

- A. **Termination for Breach by Contractor.** If Contractor refuses or fails to prosecute the Construction or any separable part thereof with such diligence as will insure its completion within the time specified by this Agreement, or any extension thereof, or fails to complete the Project within such time, or if Contractor should be adjudicated bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Contractor, or any of its Subcontractors should violate any of the provisions of the Contract Documents, the District may serve written notice upon Contractor of the District's intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Agreement, and a statement to the effect that Contractor's right to perform this Agreement shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

B. Termination for Convenience.

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of the termination, and the "Effective Date" of such termination. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- (a) Stop work as specified in the Notice of Termination;
- (b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;
- (c) Leave the School Facility in a safe and sanitary manner such that it does not pose any threat to the public health or safety;
- (d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;
- (e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and
- (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Contractor solely as a result of the District's exercise of his right to terminate this Agreement pursuant to this clause which costs Contractor is authorized under this Agreement to incur, shall (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(2) Termination of this Agreement shall not relieve Contractor of its obligation for any just claims arising out of or relating to the work performed on the Project. In the event that the District exercises its right to terminate this Agreement pursuant to this clause, the District shall pay Contractor, upon Contractor's submission of the documentation required by this provision, and other applicable provisions of this Agreement, the following amounts:

- (a) All actual costs incurred according to the provisions of this Agreement, including but not limited to reasonable demobilization costs and insurance costs incurred in connection with the Project.
- (b) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of this Agreement under this Section 9B.

Notwithstanding the foregoing, in no event shall the total amount paid to Contractor pursuant to this provision exceed the Contract Price and all approved Extra Work/Modifications.

C. Termination by Contractor.

Contractor may terminate this Agreement upon thirty (30) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of Contractor, and neither a notice to resume nor a notice to terminate this Agreement has been received from the District within this time period; or (2) the District should fail to pay Contractor any material sums due it in accordance with the terms of this Agreement and within the time limits prescribed. In the event of such termination, Contractor shall have no claims against the District except for work performed and reasonable demobilization costs of the Project as of the date of termination computed as set forth in Section 9 (B)(2)(a)-(b), above.

SECTION 10. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 11. USE OF PREMISES

Contractor shall confine operations at the School Facility to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the School Facility with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the School Facility.

SECTION 12. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the School Facility (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not

limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of

Discovery. The standard of “should have known” applies to Contractor’s supervisory personnel, whether or not on the School Facility. Contractor’s supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 13. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 14. GUARANTEE

- A. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of five (5) years after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a five-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- B. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.
- C. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of occupation of the Project, the District will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with the District’s request for correction within a reasonable time as determined by the District, the District, notwithstanding the provisions of this Section, may proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against Contractor. Such action by the District will not relieve Contractor of the

guarantees provided in this Section or elsewhere in the Contract Documents.

- D. This does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.
- E. Notwithstanding the foregoing, nothing contained in this Section shall waive or limit any other rights or remedies available to the District pursuant to the Contract Documents or under law or in equity.

SECTION 15. INSURANCE/INDEMNITY

A. Workers' Compensation Insurance; Employer's Liability Insurance. Contractor shall purchase and maintain Workers' Compensation Insurance as will protect Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Scope of Work to be performed, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability and Property Insurance. Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Contractor's obligations under the Contract Documents.

C. Builder's Risk "All-Risk" Insurance. It is Contractor's responsibility to maintain or cause to be maintained Builder's Risk [Fire; "All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Agreement and subject to loss or damage by fire, and vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, terrorism, lighting, smoke and rioting, in an amount to cover 100% of the replacement cost of the Project. Contractor is to provide insurance coverage on completed value form, all-risk or special causes of loss coverage. In addition, such insurance shall comply with the following:

1. Such insurance policy shall be so conditioned as to cover the performance of any extra work performed under the Agreement.
2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Contractor's tools and equipment.
4. Insurance shall include machinery coverage.

D. Automobile Liability Insurance. Contractor shall take out and maintain at all times during the term of this Agreement Automobile Liability Insurance in the amount set forth in Section 15E below. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

E. Coverage Amounts. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit)..... \$2,000,000.00
- (b) Project Specific Aggregate (for this Project only)..... \$2,000,000.00
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
- (d) Personal and Advertising Injury Limit \$1,000,000.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts..... \$1,000,000.00
- (b) Material Hoist where used in amounts \$1,000,000.00
- (c) Explosion, Collapse and Underground
(XCU coverage)..... \$1,000,000.00
- (d) Hazardous Materials \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

F. Evidence of Insurance; Subcontractor's Insurance.

- (1) **Certificates of Insurance.** With the execution of the Agreement, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District.

The insurance policies required of Contractor and Subcontractors hereunder shall also name the County of Santa Clara, the District and its Board of Trustees, officers employees and agents as additional insured as their interests may appear. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

Should any policy of insurance be canceled before Final Acceptance of the Work by the District and Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due Contractor under the Contract Documents. Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents.

- (2) **Subcontractors' Insurance.** Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Sections 15A and 15B. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Section 15. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Section 15. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

- G. **Maintenance of Insurance.** Any insurance bearing on the adequacy of performance of the Scope of Work shall be maintained after the District's Final Acceptance of all of the Project for a one-year period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations or performance of the Scope of Work under the Contract Documents, including without limitation Contractor's obligation to pay Liquidated Damages. Contractor will not be relieved of its obligation to maintain insurance required under this Section until the date of Final Acceptance of the Project by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

H. Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by Contractor's Builder's Risk Insurance or the Commercial General Liability Insurance of Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

I. Indemnity. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Contractor agrees that it will indemnify, defend and hold the County of Santa Clara, the District, members of District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents.

Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which Contractor is not legally liable.

The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Project and their respective agents, officers or employees. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Agreement.

J. Payment Bond; Performance Bond. Prior to commencement of the Project, Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Agreement and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Project under the Contract Documents. The amounts of the

Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Section 15J may be deemed by the District as a default by Contractor of a material obligation hereunder. Upon request of Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

SECTION 16. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement or of the Contract Documents shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 17. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Specified Play Equipment Co.
121 # Industrial Road
Belmont, CA 94002

If to the District:

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

With a copy to Mary Hernandez,

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

Notices under this Agreement shall be deemed to have been given and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. ASSIGNMENT

Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the District, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 19. PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 20. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 21. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in the Superior Court of the State of California, Santa Clara County and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 22. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 23. AUTHORITY

Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

SECTION 24. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, or the District's representative shall be personally responsible for any liability arising under the Contract Documents.

SECTION 25. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 26. ENTIRE AGREEMENT

This Agreement and the Contract Documents as defined in paragraph C of Section 1 herein, constitute the entire agreement between Contractor and the District. The Contract Documents shall not

be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 18 hereof.

SECTION 27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Specified Play Equipment Co.
121 #1 Industrial Road
Beleont, CA. 94002

THE DISTRICT

Gilroy Unified School District,
a California school district
7810 Arroyo Circle
Gilroy, CA 95020

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Specified Play Equipment Co.

121 #1 Industrial Road
 Belmont, CA 94002
 800.475.1071
 www.specplay.com

**ADDRESS**

Paul Nadeau
 Gilroy Unified School District
 7810 Arroyo Circle,
 Gilroy, CA 95020

SHIP TO

El Roble ES
 Gilroy Unified School District
 930 3rd St.
 Gilroy, CA 95020

Estimate 1832**DATE** 10/13/2020**EXPIRATION DATE** 12/18/2020**TRACKING NO.**

El Roble 137-118263-5

CSLB# 1050307

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DIR# 1000064237

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ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Burke equipment per plan #137-118263-5	1	126,991.00	126,991.00T
Design Development Design, drafting, fabrication, production and shop drawings.	1	49,937.00	49,937.00
Site Work Demo of Timbers 379 LF	1	3,065.00	3,065.00
Site Work Removal of EWF from 70x70 area to be loaded into district trucks for disposal/re-use at corp yard.	1	10,688.00	10,688.00
Demolition Demo existing play structures	1	6,185.00	6,185.00
Site Work Excavate Soil to 8" depth-4900 SF, 122 c/y, remove and dispose dirt at District Corp yard	1	26,688.00	26,688.00
Site Work Concrete Curb for pour in place perimeter containment	1	16,419.00	16,419.00
Site Work Supply and install compacted base rock 4" depth over 4900 sf for rubber surfacing subbase	1	13,659.00	13,659.00

Please write checks to SPEC
 121 #1 Industrial Road
 Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Installation Service Installation of equipment per plan 137-118263-5 to manufacturer's specifications by factory certified installers. Concrete seat wall in EWF area by others. Prevailing wages applied.	1	69,677.00	69,677.00
Protective Safety Surfacing Installation Pour in place rubber surfacing for 8' critical fall height -4900 SF @ 3.5" depth. Black and Green with waves of lighter green and brown, mix with black.	1	86,975.00	86,975.00
Field Inspection 3rd Party CPSI Inspection	1	900.00	900.00
Temporary Fencing Security Fence for duration of project.	1	1,200.00	1,200.00
Receive and Offload Offload of Equipment at corp yard by installers	1	2,350.00	2,350.00
Freight Freight and packaging	1	14,700.00	14,700.00
(ADD ALT) Plastic Borders and ADA ramp in EWF area: ADD \$4,180			

PLEASE NOTE:

- Permits, if required, are the responsibility of the owner
- Engineered drawings not included. Quote available upon request.
- Bonding not included, but can be quoted upon request.
- Location of underground utility conflicts required prior to installation, quote available upon request for 3rd party locator.
- EWF in EWF areas to be re-used
- EWF removed from sites to be loaded in district trucks for disposal/re-use at corp yard.
- SPEC Turnkey Guarantee included

By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified

SUBTOTAL	429,434.00
TAX	11,429.19

Please write checks to SPEC

121 #1 Industrial Road
Belmont, CA 94002

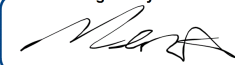
payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment

TOTAL

\$440,863.19

Accepted By

Accepted Date

DocuSigned by:

1EEAF0FCFCBD420...

10/21/2020

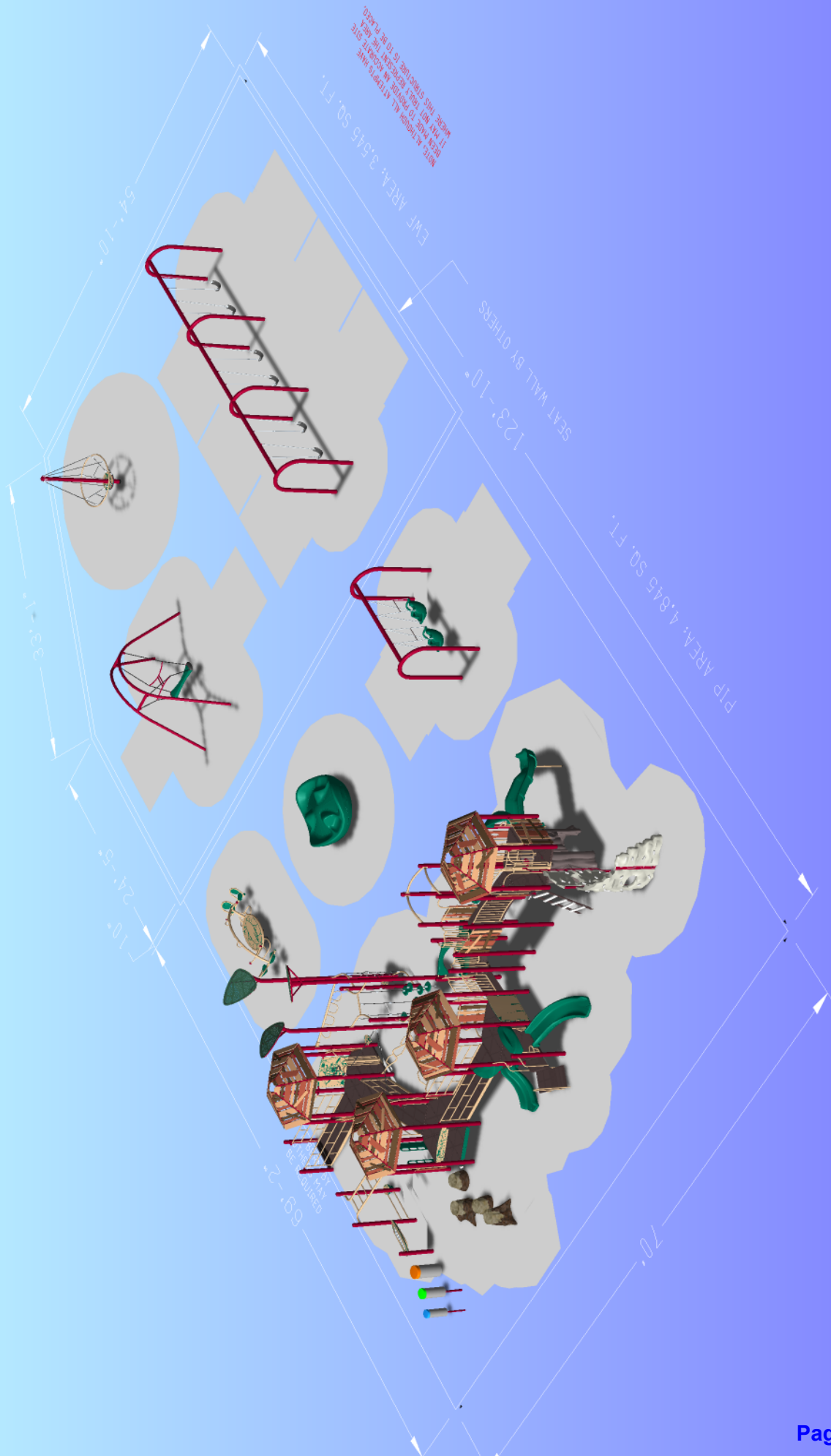
Álvaro Meza

Assistant Superintendent/C.B.O.

GILROY UNIFIED SCHOOL DISTRICT

Please write checks to SPEC
121 #1 Industrial Road
Belmont, CA 94002

Proposal # 137-118263-5
El Roble
Specified Play Equipment Company



INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

5564 SQ.FT.

PERIMETER

810 FT.

STRUCTURE SIZE

68' 11" x 122' 5"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



Registered
to ISO 9001

Registered
to ISO 14001

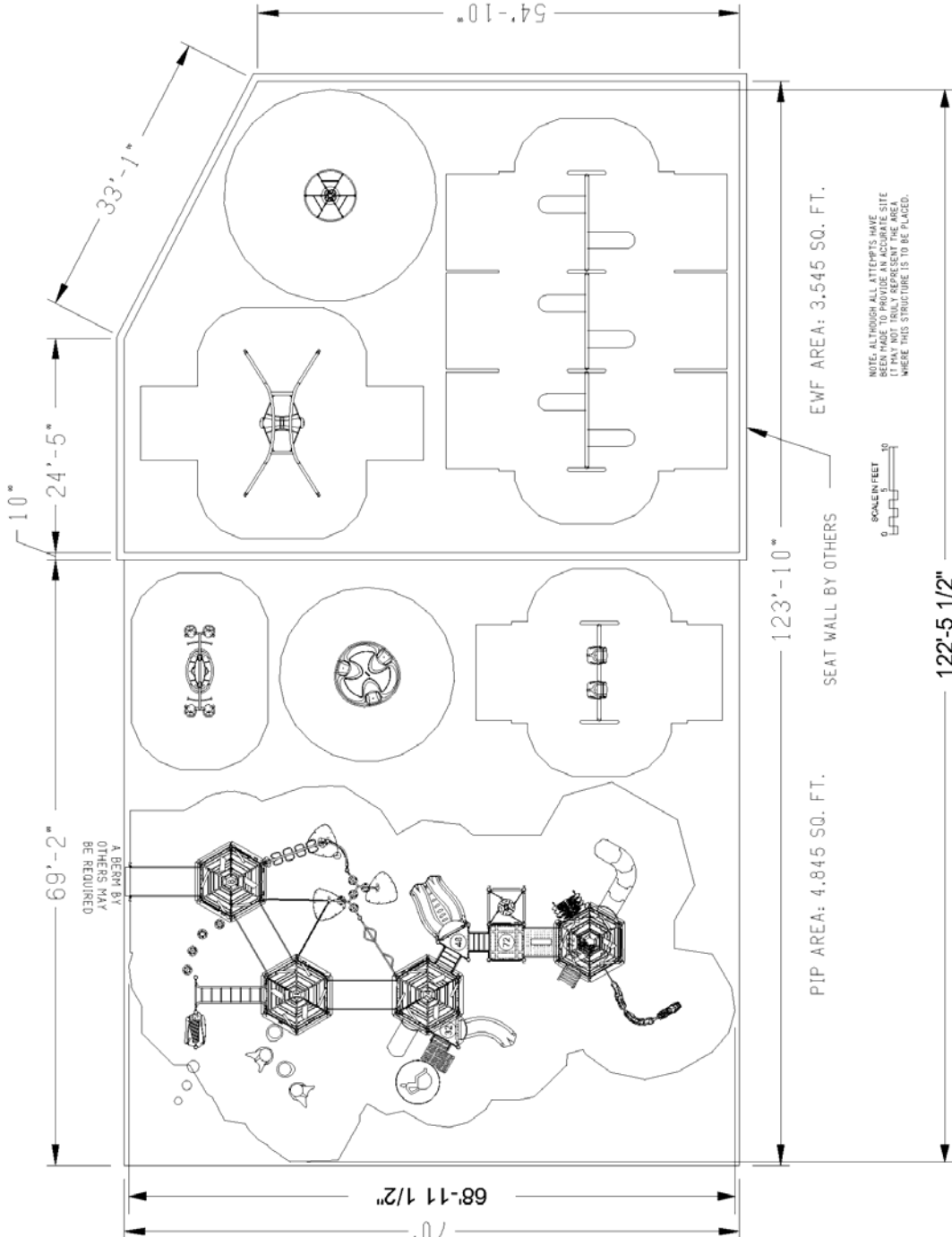


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	42
NUMBER OF ELEVATED PLAY EVENTS:	14
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 14
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 28
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 8
RECD: 0	RECD: 0
RECD: 6	RECD: 7
RECD: 14	RECD: 5
RECD: 28	RECD: 3
RECD: 8	

Burke

October 09, 2020

SERIES: Basics, Intensity, Nucleus

El Roble

Specified Play Equipment Company

SITE PLAN

930 3rd St.

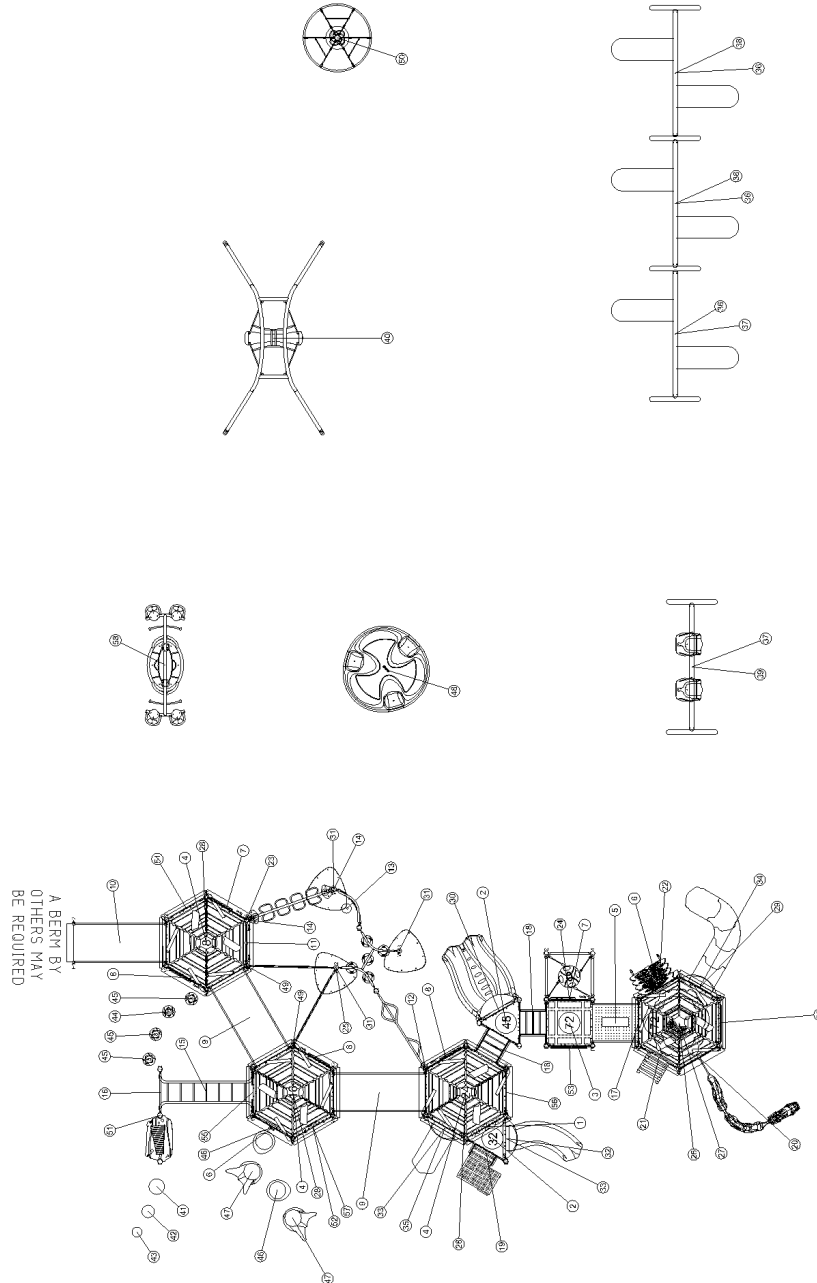
137-118263-5

DRAWN BY: Pa Der Vang

Gilroy, CA 95020

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0129	TRIANGLE PLATFORM
3	270-0130	SQUARE PLATFORM
4	270-0131	HEXAGONAL PLATFORM S5P
5	270-0190	MINI ARCH BRIDGE W/BARRIER
6	270-0192	CLUBHOUSE UNITARY ENCLOSURE
7	270-0193	CLUBHOUSE OFFSET ENCLOSURE
8	270-0194	CLUBHOUSE OFFSET ENCLOSURE
9	270-0221	8" RISE RAMP W/ GUARDRAILS
10	270-0223	8" RISE ENTRANCE RAMP W/ GI
11	270-0266	CENTER MOUNT ENCLOSURE
12	370-0004	POWER PIPES CLIMBER
13	370-0026	CLIMBER LADDER ROPE CLIMBER
14	370-0027	LAUNCH PAD
15	370-0205	LONG HORIZONTAL OVERHEAD
16	370-0247	END RUNGS
17	370-0425	INTERNAL BARRIER/LEAF CLIMBER
18	370-0467	24" TRANSITION STAIR W/BARR
19	370-0718	TRANSFER STATION, HANDRAIL
20	370-0743	ROCKIT LEFT 72
21	370-0771	CLUBHOUSE BOARD CLIMBER 7
22	370-0803	JUNGLE VINE CLIMBER 72"
23	370-1611	ROBUST ROCKER
24	370-1617	TAKTIKS TANGLE CLIMBER
25	370-1624	INTENSITY PODSTEP CLIMBER
26	470-0381	NP HEXAGON PLAT-FORM/TREE
27	470-0632	CLUBHOUSE HEX ROOF FOR TT
28	470-0638	CLUBHOUSE HEX ROOF
29	470-0737	VIPER L2 64-72 W/O HOOD
30	470-0755	LUGE SLIDE, 48"-56"
31	470-0760	SOLIS HUE POST TOPPER
32	470-0802	MONACO SLIDE, 32"-40"
33	470-0804	SLIDE HOOD, LOW SIDE WALL
34	470-0805	SLIDE HOOD, HIGH SIDE WALL
35	470-0836	ROCKN ROLL SLIDE, 24-32 W/O
36	550-0112	BELT SEAT, 8" PAIR, STD CHAIN
37	550-0135	5" OD ARCH SWING
38	550-0136	5" OD ARCH SWING ADD-ON
39	550-0175	FREEDOM SWING SEAT, PAIR, 8
40	550-0195	AIRVENTURE GLIDER
41	560-0055	PLAYENSEMBLE CIRQUE DRUM
42	560-0056	PLAYENSEMBLE CIRQUE DRUM
43	560-0057	PLAYENSEMBLE CIRQUE DRUM
44	560-0448	HOP SPOT POD 16"
45	560-0453	STEP SPOT POD 8-16"
46	560-0553	NATURE PLAY STUMP - SMALL
47	560-0554	NATURE PLAY STUMP - LARGE
48	560-2579	VOLTA INCLUSIVE SPINNER
49	560-2603	FS TRANGO CLIMBER, 5 TO 12
50	560-2611	SPINETIC W/O SPEED LIMITER
51	570-0412	PLAYENSEMBLE TERRA METAL
52	570-0622	PLATFORM ROLL GUARD
53	570-0782	CLUBHOUSE FULL BOARD PANE
54	570-1858	3-IN-A-ROW PANEL, ABOVE PLAT
55	570-1865	HDPE UNITARY ENCLOSURE, IN
56	570-2634	CUSTOM CURVED 41 2 SIDED
57	570-2668	CAR ACCESSIBLE REACH PANEL
58	570-2709	ORB ROCKER



Burke

October 09, 2020

SERIES: Basics, Intensity, Nucleus

El Roble

Specified Play Equipment Company

COMPONENT PLAN

930 3rd St.

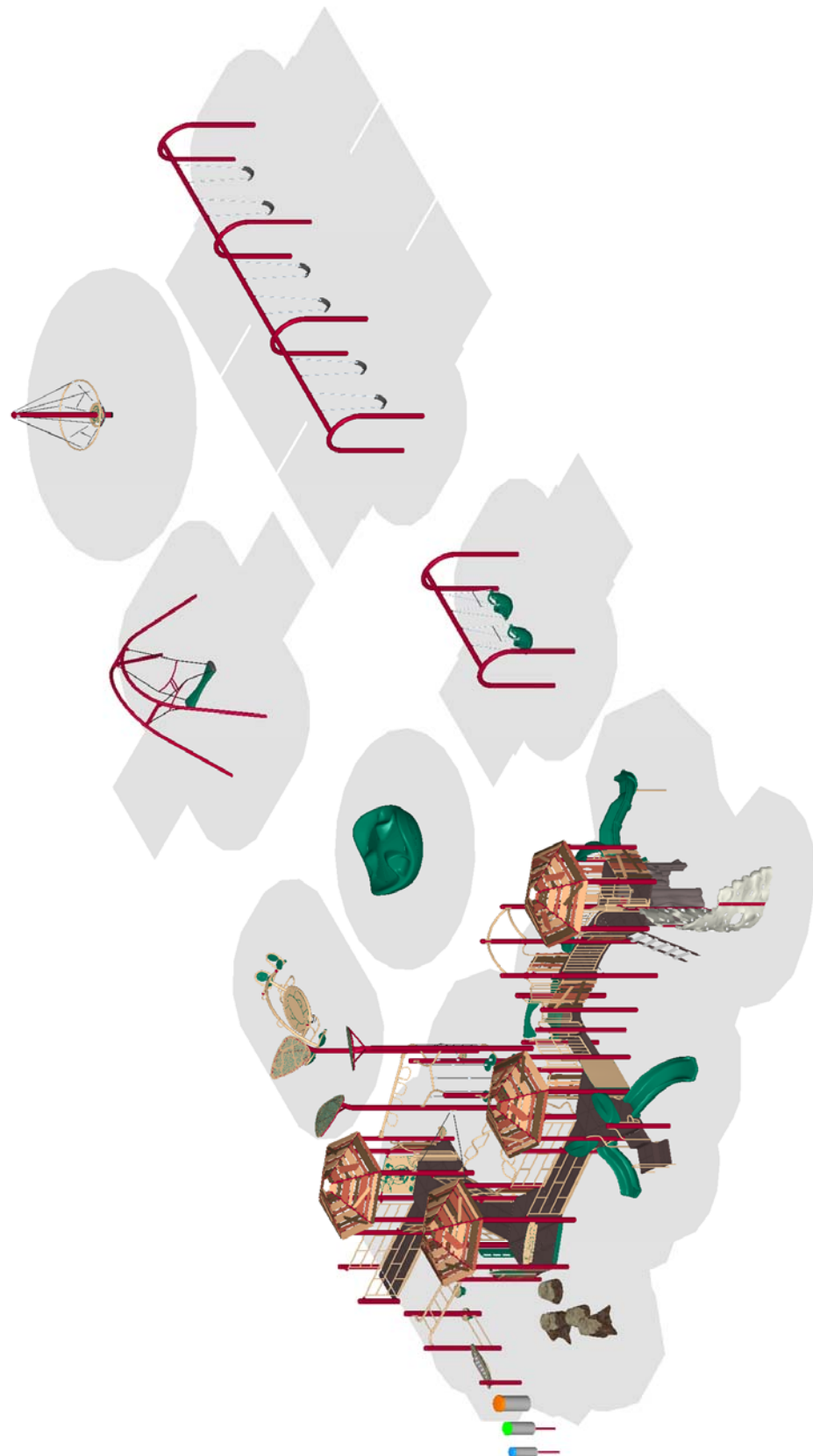
137-118263-5

DRAWN BY: Pa Der Vang

Gilroy, CA 95020

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Page 34



Burke

October 09, 2020

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Pa Der Vang

El Roble

930 3rd St.

Gilroy, CA 95020

Specified Play Equipment Company

137-118263-5

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the “Agreement”) is entered into this 15th day of January, 2021, by and between the Gilroy Unified School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the “District”) and Specified Play Equipment Co., a California corporation which is a contractor licensed by the State of California, with its principal place of business at 121 #1 Industrial Road, Belmont, CA 94002 (“Contractor”).

WHEREAS, the District operates Glenview Elementary School, located at 600 West Eighth, Gilroy, California 95020 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct/install playground facilities and improvements (as more fully described below) at the School Facility; and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of work sought by the District and is willing to perform said work all as more fully set forth herein; and

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

The definitions set forth below also apply when such terms are used in the Agreement.

- A. **Construction.** The term “Construction” means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **EXHIBIT A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project set forth in **EXHIBIT A** attached hereto, including any reference specifications or reproductions approved by the District, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” means those documents that form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.
- D. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor pursuant to the Scope of Work as set forth on **EXHIBIT A** attached hereto.

- E. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with District to furnish reasonable skill and judgment in performing the services set forth herein and in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. CONTRACT PRICE

- A. The District shall pay Contractor the total sum of \$442,852.20 for Contractor’s performance of the Scope of Work set forth in **EXHIBIT A** attached hereto (the “Contract Price”), subject to additions and deductions as provided in the Contract Documents.
- B. Contractor shall assume the risk of cost overruns, which were not foreseeable at the time this Agreement is entered into. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions relating to the Scope of Work; and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof.
- C. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 7 of this Agreement. The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the Contract Price shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 7, below.

SECTION 4. PAYMENTS

A. Applications for Payment.

1. Based on Applications for Payment submitted to the District by Contractor, the District shall make progress payments on account of the Contract Price to Contractor as provided herein. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

2. An itemized Application for Payment will only include completed portions of the Scope of Work. Contractor warrants that title to all work covered by an Application for Payment will pass to the District no later than the time of payment.

B. Progress Payments.

1. Provided that an Application for Payment, along with all required documentation, is received by the District not later than the 10th day of a month, the District shall make payment of the certified amount to Contractor within 30 days.

2. Subject to other provisions in the Contract Documents, the amount of each progress payment shall be the portion of the Contract Price properly allocable to completed Scope of Work less retainage of five percent (5%).

C. Final Completion and Final Payment.

1. Upon receipt of Contractor's written notice that the Project is ready for final inspection and acceptance and upon receipt of a final Application for Payment, if the District finds the Project is acceptable under the Contract Documents and the Agreement is fully performed, the District will make the final payment constituting the entire unpaid balance of the Contract Price, including retention, to Contractor.

2. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

SECTION 5. SUBCONTRACTORS

- A. Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project. Contractor shall inform all Subcontractors that the District will not be a party to any contracts for construction services executed by Contractor and Subcontractors.
- B. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of its obligations under the Contract Documents, Contractor shall be as fully responsible to the District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as it is for acts and omissions of persons it directly employs.

SECTION 6. CONSTRUCTION SCOPE OF WORK

- A. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional Division of the State Architect ("DSA") or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes and surrounding neighborhoods.
- B. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, obtaining permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- C. Contractor shall establish procedures for the protection of all surrounding structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property

damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- D. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the School Facility and surrounding neighborhoods, including procedures to control on-site noise, dust, and pollution during construction.
- E. Contractor shall promptly advise the District on all anticipated delays in the Project.

SECTION 7. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction, which differ from the work or requirements set forth in the Scope of Work (“Extra Work/Modifications”). Notwithstanding the foregoing, Contractor shall not be entitled to compensation for additional services required as a result of Contractor’s acts, errors or omissions.
- B. Contractor shall provide a cost estimate and a written description of the additional work necessary to complete any proposed Extra Work/Modifications. Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. Compensation for such Extra Work/Modifications shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such Extra Work/Modifications. In the absence of a written agreement, the District will not compensate Contractor for such Extra Work/Modifications and Contractor will not be required to perform such Extra Work/Modifications. It is understood and agreed that if Contractor performs any services that it claims are Extra Work/Modifications without receiving prior written approval from the District, Contractor shall not be paid for such claimed Extra Work/Modifications. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the Contract Price.
- C. Contractor agrees that, in determining the Contract Price, it has reviewed the Construction Documents and verified their adequacy and completeness. Accordingly, Contractor shall not be entitled to additional compensation for additional work related thereto that could reasonably be inferred from the Construction Documents.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to pay additional compensation to Contractor; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION

SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

SECTION 8. TIME OF COMPLETION

- A. Contractor agrees that the Project will be substantially complete by February, 28, 2021, and said date will be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this Section 8. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of five-hundred Dollars (\$ 500.00) per day for each calendar day of delay caused by Contractor until the Project is substantially complete. Any money due or to become due to Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from Contractor.
- B. The term "substantially complete" or "substantial completion" as used in the Contract Documents means completed in such a fashion as to enable the District, upon performance of any separate work to be done by the District under separate contract or by day labor, beneficially to occupy the Project, provided such occupancy and use does not substantially interfere with Contractor's performance of the remainder of the Project as agreed upon between Contractor and the District, which may be accomplished prior to the completion of the Project.
- C. The term "fully completed and accepted" shall mean that all remaining work has been completed in accordance with the Scope of Work set forth in **EXHIBIT A** attached hereto.

SECTION 9. TERMINATION

- A. **Termination for Breach by Contractor.** If Contractor refuses or fails to prosecute the Construction or any separable part thereof with such diligence as will insure its completion within the time specified by this Agreement, or any extension thereof, or fails to complete the Project within such time, or if Contractor should be adjudicated bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Contractor, or any of its Subcontractors should violate any of the provisions of the Contract Documents, the District may serve written notice upon Contractor of the District's intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Agreement, and a statement to the effect that Contractor's right to perform this Agreement shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

B. Termination for Convenience.

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of the termination, and the "Effective Date" of such termination. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- (a) Stop work as specified in the Notice of Termination;
- (b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;
- (c) Leave the School Facility in a safe and sanitary manner such that it does not pose any threat to the public health or safety;
- (d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;
- (e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and
- (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Contractor solely as a result of the District's exercise of his right to terminate this Agreement pursuant to this clause which costs Contractor is authorized under this Agreement to incur, shall (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(2) Termination of this Agreement shall not relieve Contractor of its obligation for any just claims arising out of or relating to the work performed on the Project. In the event that the District exercises its right to terminate this Agreement pursuant to this clause, the District shall pay Contractor, upon Contractor's submission of the documentation required by this provision, and other applicable provisions of this Agreement, the following amounts:

- (a) All actual costs incurred according to the provisions of this Agreement, including but not limited to reasonable demobilization costs and insurance costs incurred in connection with the Project.
- (b) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of this Agreement under this Section 9B.

Notwithstanding the foregoing, in no event shall the total amount paid to Contractor pursuant to this provision exceed the Contract Price and all approved Extra Work/Modifications.

C. Termination by Contractor.

Contractor may terminate this Agreement upon thirty (30) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of Contractor, and neither a notice to resume nor a notice to terminate this Agreement has been received from the District within this time period; or (2) the District should fail to pay Contractor any material sums due it in accordance with the terms of this Agreement and within the time limits prescribed. In the event of such termination, Contractor shall have no claims against the District except for work performed and reasonable demobilization costs of the Project as of the date of termination computed as set forth in Section 9 (B)(2)(a)-(b), above.

SECTION 10. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 11. USE OF PREMISES

Contractor shall confine operations at the School Facility to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the School Facility with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the School Facility.

SECTION 12. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the School Facility (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not

limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of

Discovery. The standard of “should have known” applies to Contractor’s supervisory personnel, whether or not on the School Facility. Contractor’s supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 13. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 14. GUARANTEE

- A. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of five (5) years after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a five-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- B. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.
- C. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of occupation of the Project, the District will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with the District’s request for correction within a reasonable time as determined by the District, the District, notwithstanding the provisions of this Section, may proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against Contractor. Such action by the District will not relieve Contractor of the

guarantees provided in this Section or elsewhere in the Contract Documents.

- D. This does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.
- E. Notwithstanding the foregoing, nothing contained in this Section shall waive or limit any other rights or remedies available to the District pursuant to the Contract Documents or under law or in equity.

SECTION 15. INSURANCE/INDEMNITY

A. Workers' Compensation Insurance; Employer's Liability Insurance. Contractor shall purchase and maintain Workers' Compensation Insurance as will protect Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Scope of Work to be performed, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability and Property Insurance. Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Contractor's obligations under the Contract Documents.

C. Builder's Risk "All-Risk" Insurance. It is Contractor's responsibility to maintain or cause to be maintained Builder's Risk [Fire; "All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Agreement and subject to loss or damage by fire, and vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, terrorism, lighting, smoke and rioting, in an amount to cover 100% of the replacement cost of the Project. Contractor is to provide insurance coverage on completed value form, all-risk or special causes of loss coverage. In addition, such insurance shall comply with the following:

1. Such insurance policy shall be so conditioned as to cover the performance of any extra work performed under the Agreement.
2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Contractor's tools and equipment.
4. Insurance shall include machinery coverage.

D. Automobile Liability Insurance. Contractor shall take out and maintain at all times during the term of this Agreement Automobile Liability Insurance in the amount set forth in Section 15E below. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

E. Coverage Amounts. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit)..... \$2,000,000.00
- (b) Project Specific Aggregate (for this Project only)..... \$2,000,000.00
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
- (d) Personal and Advertising Injury Limit \$1,000,000.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts..... \$1,000,000.00
- (b) Material Hoist where used in amounts \$1,000,000.00
- (c) Explosion, Collapse and Underground
(XCU coverage)..... \$1,000,000.00
- (d) Hazardous Materials \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

F. Evidence of Insurance; Subcontractor's Insurance.

- (1) **Certificates of Insurance.** With the execution of the Agreement, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District.

The insurance policies required of Contractor and Subcontractors hereunder shall also name the County of Santa Clara, the District and its Board of Trustees, officers employees and agents as additional insured as their interests may appear. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

Should any policy of insurance be canceled before Final Acceptance of the Work by the District and Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due Contractor under the Contract Documents. Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents.

- (2) **Subcontractors' Insurance.** Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Sections 15A and 15B. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Section 15. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Section 15. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

- G. **Maintenance of Insurance.** Any insurance bearing on the adequacy of performance of the Scope of Work shall be maintained after the District's Final Acceptance of all of the Project for a one-year period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations or performance of the Scope of Work under the Contract Documents, including without limitation Contractor's obligation to pay Liquidated Damages. Contractor will not be relieved of its obligation to maintain insurance required under this Section until the date of Final Acceptance of the Project by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

H. Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by Contractor's Builder's Risk Insurance or the Commercial General Liability Insurance of Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

I. Indemnity. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Contractor agrees that it will indemnify, defend and hold the County of Santa Clara, the District, members of District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents.

Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which Contractor is not legally liable.

The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Project and their respective agents, officers or employees. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Agreement.

J. Payment Bond; Performance Bond. Prior to commencement of the Project, Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Agreement and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Project under the Contract Documents. The amounts of the

Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Section 15J may be deemed by the District as a default by Contractor of a material obligation hereunder. Upon request of Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

SECTION 16. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement or of the Contract Documents shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 17. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Specified Play Equipment Co.
121 # Industrial Road
Belmont, CA 94002

If to the District:

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

With a copy to Mary Hernandez,

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

Notices under this Agreement shall be deemed to have been given and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. ASSIGNMENT

Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the District, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 19. PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 20. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 21. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in the Superior Court of the State of California, Santa Clara County and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 22. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 23. AUTHORITY

Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

SECTION 24. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, or the District's representative shall be personally responsible for any liability arising under the Contract Documents.

SECTION 25. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 26. ENTIRE AGREEMENT

This Agreement and the Contract Documents as defined in paragraph C of Section 1 herein, constitute the entire agreement between Contractor and the District. The Contract Documents shall not

be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 18 hereof.

SECTION 27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Specified Play Equipment Co.
121 #1 Industrial Road
Beleont, CA. 94002

THE DISTRICT

Gilroy Unified School District,
a California school district
7810 Arroyo Circle
Gilroy, CA 95020

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Specified Play Equipment Co.

121 #1 Industrial Road
 Belmont, CA 94002
 800.475.1071
 www.specplay.com

**ADDRESS**

Paul Nadeau
 Gilroy Unified School District
 7810 Arroyo Circle,
 Gilroy, CA 95020

SHIP TO

Paul Nadeau
 Gilroy Unified School District
 Corp Yard
 Gilroy, CA 95020

Estimate 1833**DATE 07/31/2020****EXPIRATION DATE 10/31/2020****TRACKING NO.**

Glen View 137-118743-5

CSLB# 1050307

-

DIR# 1000064237

-

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Burke equipment per plan #137-118743-5	1	122,480.00	122,480.00T
Design Development Design, drafting, fabrication, production and shop drawings.	1	52,903.00	52,903.00
Demolition Demo of existing Plastic Timbers approx.290LF Concrete seat wall area to remain.	1	2,780.00	2,780.00
Site Work Removal of EWF from main play box to be loaded in district trucks and disposed of/re-used at district corp yard	1	10,164.00	10,164.00
Demolition Demo existing play structures in both areas	1	4,851.00	4,851.00
Site Work Excavate Soil to 8" depth-5000 SF, remove and dispose to include saw cut of asphalt for straight edge	1	27,188.00	27,188.00
Site Work Concrete Curb for pour in place containment	1	17,950.00	17,950.00
Site Work Supply and install compacted base rock 4" depth over 5000 sf for rubber surfacing subbase	1	13,938.00	13,938.00

Please write checks to SPEC
 121 #1 Industrial Road
 Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Installation Service Installation of equipment per plan 137-118743-5 to manufacturer's specifications. Factory certified installers. Prevailing wages applied.	1	69,825.00	69,825.00
Protective Safety Surfacing Installation Pour in place 5000 SF @ 3.5" depth for 8' CFH. Black/blue and black/grey simple wavy design	1	88,750.00	88,750.00
Temporary Fencing Security Fence for duration of project	1	1,900.00	1,900.00
Receive and Offload Offload Equipment at corp yard by installers	1	2,350.00	2,350.00
Site Work Cap and re-route irrigation as needed	1	1,250.00	1,250.00
Field Inspection 3rd Party CPSI inspection	1	900.00	900.00
Freight Freight and packaging	1	14,600.00	14,600.00

PLEASE NOTE:

- Permits, if required, are the responsibility of the owner
- Engineered drawings not included. Quote available upon request.
- Bonding not included, but can be quoted upon request.
- Location of underground utility conflicts required prior to installation, quote available upon request for 3rd party locator.
- EWF in EWF areas to be re-used
- EWF removed from sites to be loaded in district trucks for disposal/re-use at corp yard.
- SPEC Turnkey Guarantee included

By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract.

SUBTOTAL	431,829.00
TAX	11,023.20

Please write checks to SPEC

121 #1 Industrial Road

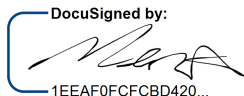
Belmont, CA 94002

Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment

TOTAL	\$442,852.20
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Accepted By

Accepted Date

DocuSigned by:

1EEAF0FCFCBD420...

10/23/2020

Álvaro Meza

Assistant Superintendent/C.B.O.

GILROY UNIFIED SCHOOL DISTRICT

Please write checks to SPEC
121 #1 Industrial Road
Belmont, CA 94002



THEMED PLAY

Theming your playspace can bring children's imaginations to life! Studies show that imaginative play helps nurture a child's social, emotional and cognitive development.



RAMP SYSTEM

The ramp system winds around the playground from ground level up giving all children the opportunity to be in the heart of the action. Accessible Reach Panels allow children in wheelchairs to comfortably participate in multiple activities, while also developing fine motor skills.



FREEDOM SWING

The Freedom Swing brings the joy of swinging to children of all abilities. With a locked-in harness and comfort-designed seat, the Freedom Swing can be paired with standard swings to create a space everyone can enjoy.

SPINNING

Besides being just plain fun, spinning helps children develop spatial awareness, balance and coordination. Children on the autism spectrum often find the motion to be a relaxing, soothing activity that can reset them if they need time to themselves.



CLIMBING

Climbing brings adventure and challenge to the playground while providing necessary developmental benefits such as balance, agility, upper and lower body strength and decision-making skills! When children climb, they develop confidence and take age appropriate risks that help build skills that will help them throughout their lives.



SOCIALIZATION

Children socialize and learn important skills such as empathy and communication through play. Providing a space where children of all abilities can play side by side is important for everyone.







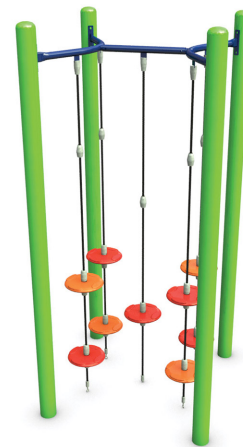


FEATURED PLAY EVENTS



COBRA SLIDE® CURVED

Excitement can't be contained when it comes to COBRA SLIDES! They are twisting, turning, in and out of light and SO MUCH FUN! Fun aside, sliding has a variety of developmental benefits ranging from core strength and balance to taking turns and imagination.



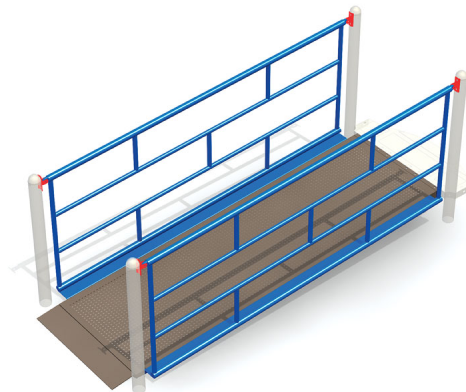
PodStep Intensity

Full of challenge and fun, PodStep Climbers will move kids' bodies and minds as they climb up, down and around these moving pods.



ROBUST ROCKER

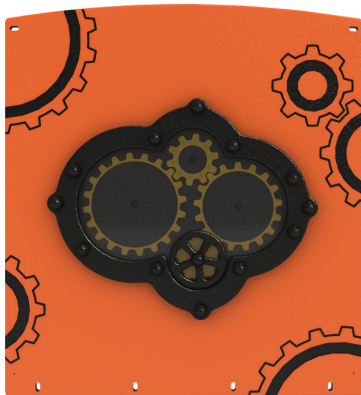
Overhead events build upper body strength and endurance, improve eye-hand coordination and elevate children's self-confidence.



ADAAG Ramp

Ramps and stairs build lower body strength and improve kids' coordination.

FEATURED PLAY EVENTS



COG WHEEL PANEL

Interactive play events provide opportunities for social interaction while increasing coordination and adding additional sensory stimulation to the playground.



Ara Hex Shade

The Ara Shade System provides protection from the sun with 97% UV screen protection and is designed to withstand up to 90mph winds. The addition of Ara can change the entire look of the space and elevate the design to a whole new level!



Arch Swings

Swings help children develop coordination and balance while providing an engaging sensory experience.



ORB™ ROCKER

With four traditional seats and room for four more in the center, the Orb Rocker's unique design and exciting rocking motion invites everyone into the fun. Caregivers and children will love the ease of access with side openings for users of all sizes.

DESIGN SUMMARY

Specified Play Equipment Company is very pleased to present this proposal for consideration for the Glen View Elementary located in Gilroy. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Gilroy Unified School District. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Glen View Elementary
- Project Number: 137-118743-5
- User Capacity: 289
- Age Groups: Ages 5-12 years
- Dimensions: 49' 6" x 99' 9"
- Designer Name: Pa Der Vang

Specified Play Equipment Company has developed a custom playground configuration based on the requirements as they have been presented for the Glen View Elementary playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 137-118743-5 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Glen View Elementary playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA
3894 SQ.FT.
PERIMETER
504 FT.

STRUCTURE SIZE
49' 6" x 99' 9"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

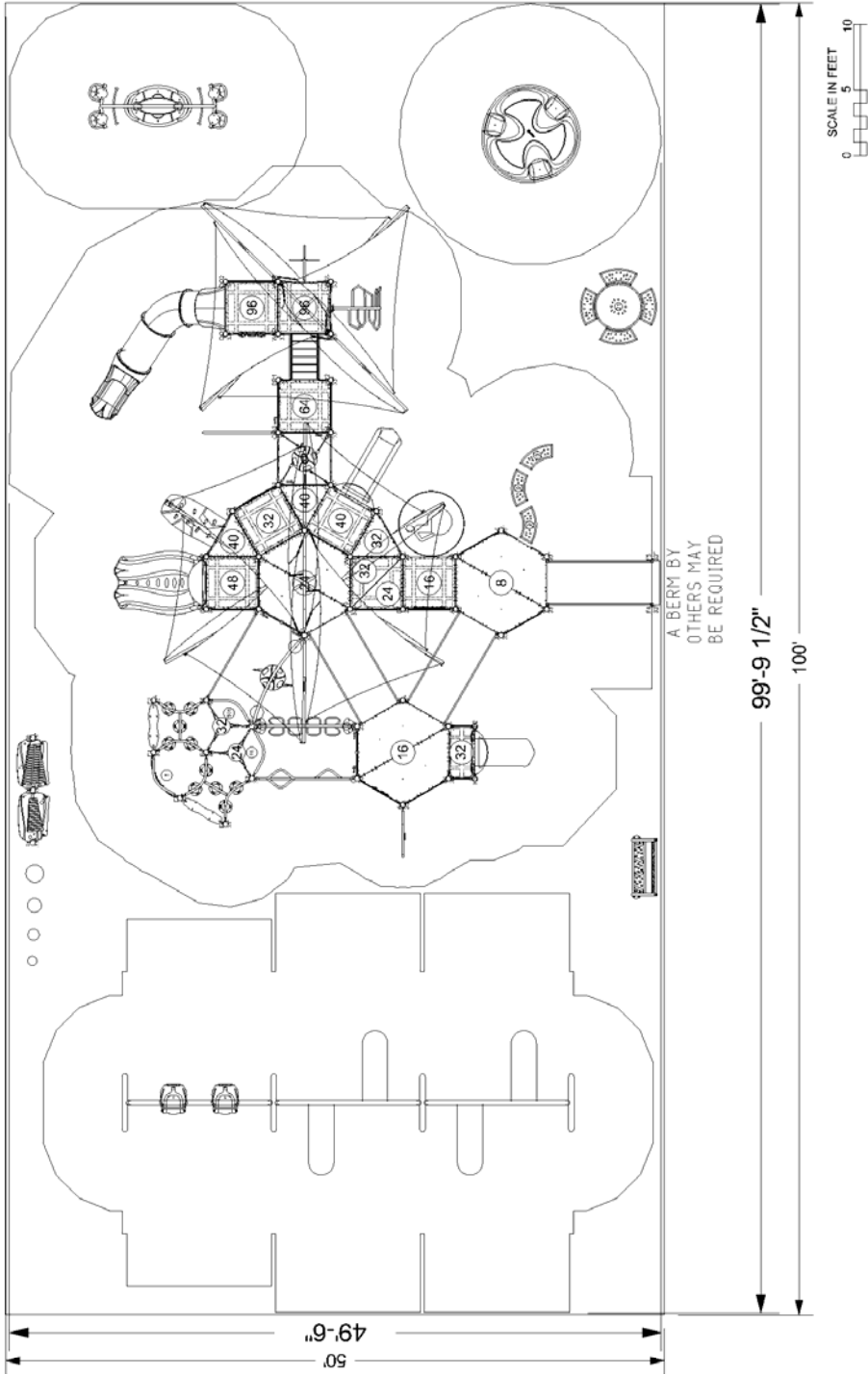
☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	46
NUMBER OF ELEVATED PLAY EVENTS:	23
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 16
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 23
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 4



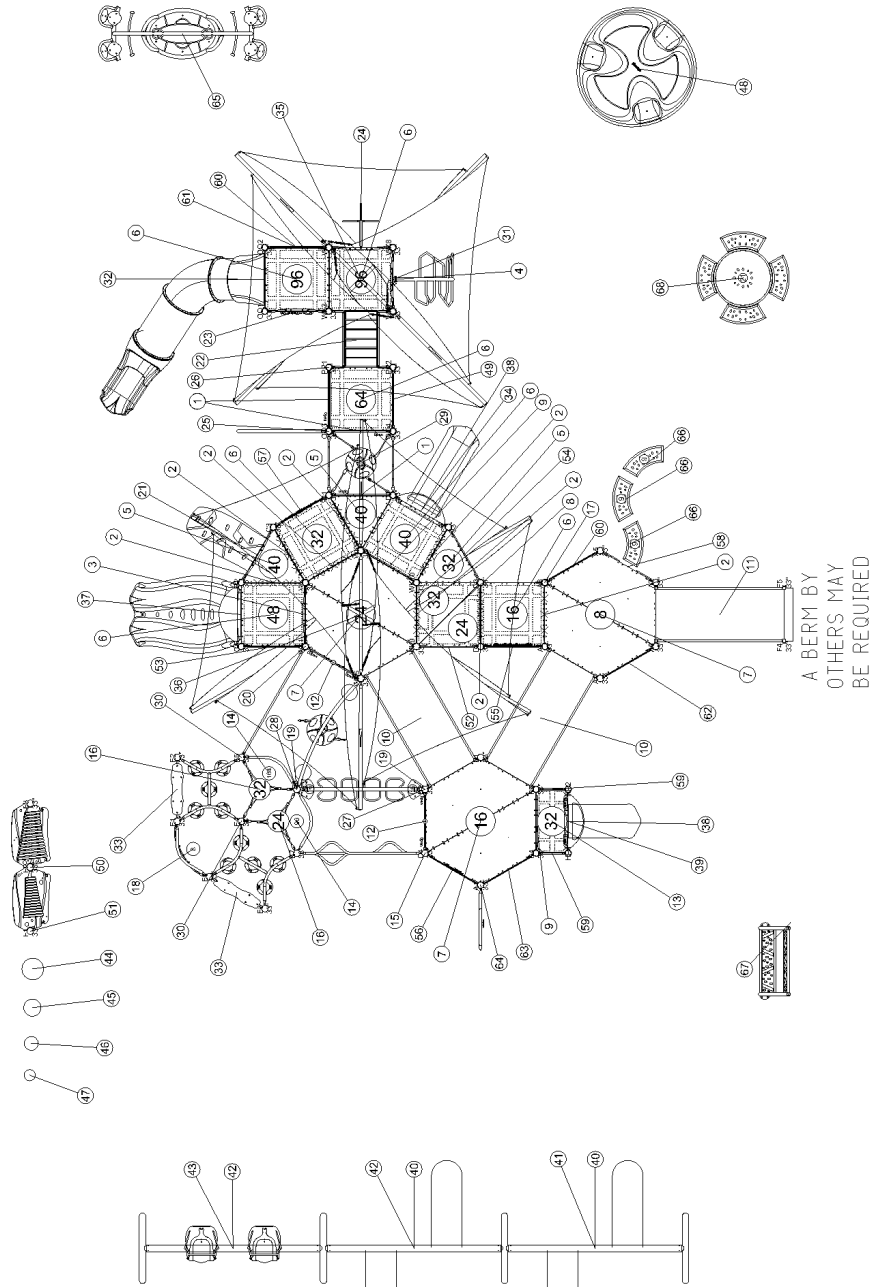
July 29, 2020

SERIES: Basics, Intensity, Nucleus
SITE PLAN
DRAWN BY: Pa Der Vang

Glen View Elementary
600 West Eighth St.
Gilroy, CA 95020

Specified Play Equipment Company
137-118743-5

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0109	PLATFORM LADDER 24"
4	270-0112	UNITARY ENCLOSURE
5	270-0129	TRIANGLE PLATFORM
6	270-0130	SQUARE PLATFORM
7	270-0131	HEXAGONAL PLATFORM S5P
8	270-0136	SPLIT SQUARE PLATFORM
9	270-0185	PLATFORM LADDER 16"
10	270-0221	8" RISE RAMP W/ GUARDRAILS
11	270-0223	8" RISE ENTRANCE RAMP W/ GI
12	270-0266	CENTER MOUNT ENCLOSURE
13	270-0291	HALF PLATFORM W/SUPPORT
14	370-0001	AGILITY ARC
15	370-0004	POWER PIPES CLIMBER
16	370-0009	HEALTHY HAMMOCK
17	370-0016	GRAB BAR ASSEMBLY
18	370-0026	CLIMBER LADDER ROPE CLIMBER
19	370-0027	LAUNCH PAD
20	370-0033	ODYSSEY POST LINK DOUBLE
21	370-0037	ASCEND ROCK CLIMBER, 32"-40"
22	370-0468	32" TRANSITION STAIR W/BARR
23	370-0485	STEEP PEAK CLIMBER 96"
24	370-0557	LINKING RING CLIMBER 80"-96"
25	370-0812	CREST POINT CLIMBER
26	370-0887	TREE BRANCH CLIMBER-3
27	370-1611	ROBUST ROCKER
28	370-1620	TAKTIKS BOW CLIMBER
29	370-1622	TAKTIKS TRAIL TOWER
30	370-1624	INTENSITY PODSTEP CLIMBER
31	370-1642	VERVE CLIMBER 96" DK
32	470-0107	COBRA SLIDE CURVED 96"
33	470-0482	48" BENCH
34	470-0659	ROCK'N ROLL SLIDE, 40" - 48" W
35	470-0670	ARA SQUARE SHADE CANOPY
36	470-0678	ARA HEX SHADE CANOPY
37	470-0755	LUGE SLIDE, 48"-56"
38	470-0804	SLIDE HOOD, LOW SIDE WALL
39	470-0836	ROCK'N ROLL SLIDE, 24-32 W/O
40	550-0112	BELT SEAT, 8" PAIR, STD CHAIN
41	550-0135	5" OD ARCH SWING
42	550-0136	5" OD ARCH SWING ADD-ON
43	550-0175	FREEDOM SWING SEAT, PAIR, 8
44	560-0055	PLAYENSEMBLE CIRQUE DRUM
45	560-0056	PLAYENSEMBLE CIRQUE DRUM
46	560-0057	PLAYENSEMBLE CIRQUE DRUM
47	560-0058	PLAYENSEMBLE CIRQUE DRUM
48	560-2579	VOLTA INCLUSIVE SPINNER
49	570-0394	PIPE WALL
50	570-0411	PLAYENSEMBLE SUPINE CHIMES
51	570-0412	PLAYENSEMBLE TERRA METAL
52	570-0842	ABC 2-SIDED PLAY PANEL
53	570-0848	SIGNING 2-SIDED PLAY PANEL
54	570-1858	3-IN-A-ROW PANEL, ABOVE PLAT
55	570-1862	COG WHEEL PANEL
56	570-1863	RAIN WHEEL PANEL
57	570-1864	GEAR PANEL
58	570-1865	HDPE UNITARY ENCLOSURE, NU
59	570-2624	HALF PIPE WALL
60	570-2635	CUSTOM CURVED 41
61	570-2640	CUSTOM CURVED 41 BELOW PL
62	570-2662	CRAZY MAZE 2-SIDED PLAY PAN
63	570-2664	BEE PANEL
64	570-2703	COLLISION RING PANEL
65	570-2709	ORB ROCKER
66	580-1312	NOVO ARC BENCH
67	580-1314	NOVO BENCH WITH BACK
68	580-1341	NOVO PICNIC TABLE



Burke

SERIES: Basics, Intensity, Nucleus

COMPONENT PLAN

DRAWN BY: Pa Der Vang

Glen View Elementary

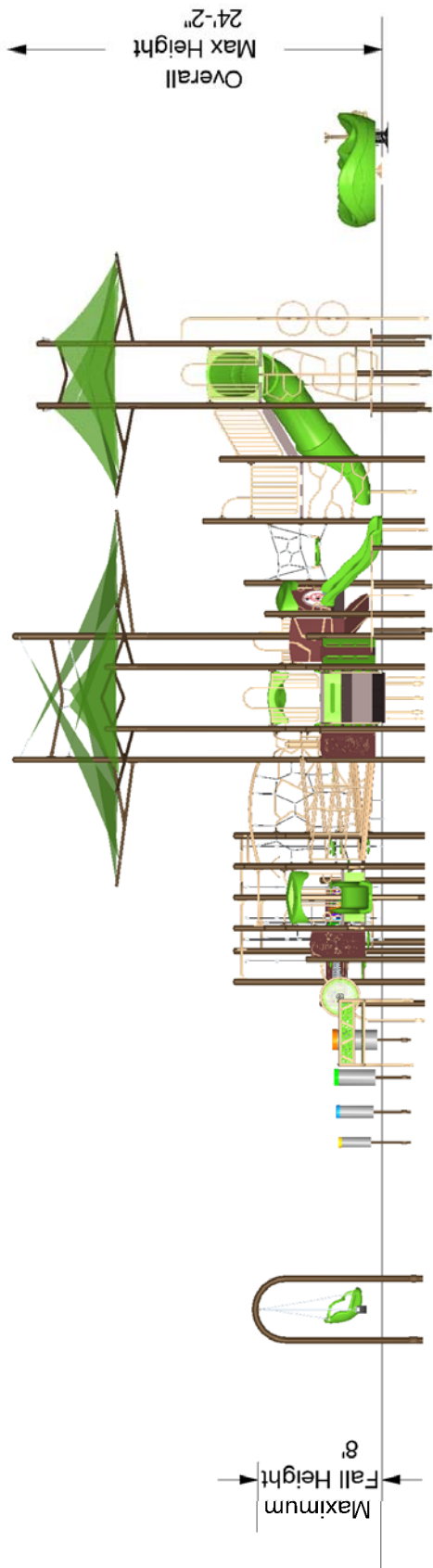
600 West Eighth St.

Gilroy, CA 95020

Specified Play Equipment Company

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July 29, 2020

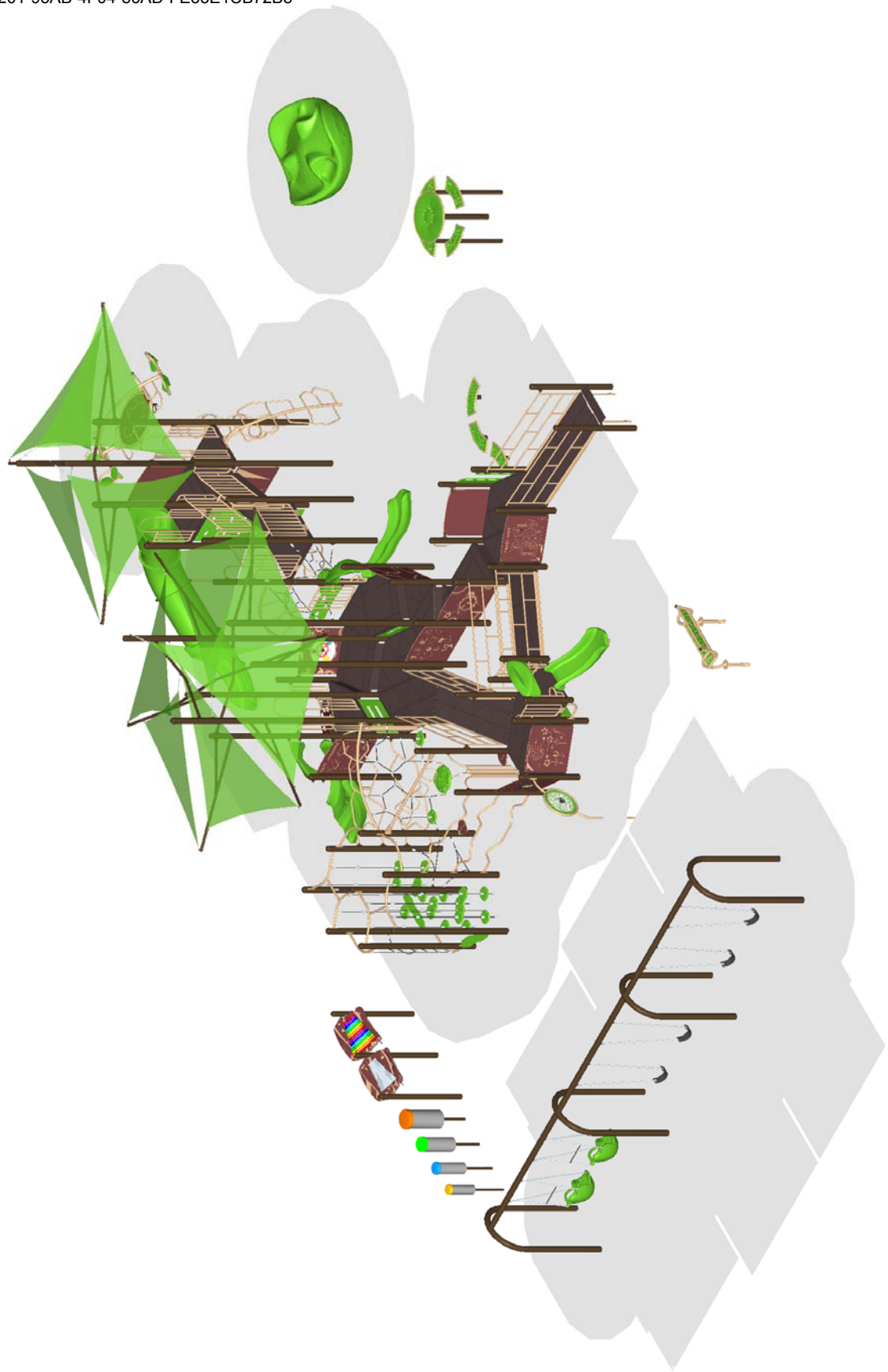


July 29, 2020

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Pa Der Vang

Glen View Elementary
600 West Eighth St.
Gilroy, CA 95020

Specified Play Equipment Company
137-118743-5



Burke

July 29, 2020

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Pa Der Vang

Glen View Elementary

600 West Eighth St.

Gilroy, CA 95020

Specified Play Equipment Company

137-118743-5

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the “Agreement”) is entered into this 15th day of January, 2021, by and between the Gilroy Unified School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the “District”) and Specified Play Equipment Co., a California corporation which is a contractor licensed by the State of California, with its principal place of business at 121 #1 Industrial Road, Belmont, CA 94002 (“Contractor”).

WHEREAS, the District operates Rod Kelley Elementary School, located at 8755 Kern Avenue, Gilroy, California 95020 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct/install playground facilities and improvements (as more fully described below) at the School Facility; and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of work sought by the District and is willing to perform said work all as more fully set forth herein; and

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

The definitions set forth below also apply when such terms are used in the Agreement.

- A. **Construction.** The term “Construction” means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **EXHIBIT A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project set forth in **EXHIBIT A** attached hereto, including any reference specifications or reproductions approved by the District, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” means those documents that form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, and the Construction Documents. The term “Contract Documents” shall include all modifications and addenda thereto.
- D. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor pursuant to the Scope of Work as set forth on **EXHIBIT A** attached hereto.

- E. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

Contractor covenants with District to furnish reasonable skill and judgment in performing the services set forth herein and in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. CONTRACT PRICE

- A. The District shall pay Contractor the total sum of \$ 441,708.35 for Contractor’s performance of the Scope of Work set forth in **EXHIBIT A** attached hereto (the “Contract Price”), subject to additions and deductions as provided in the Contract Documents.
- B. Contractor shall assume the risk of cost overruns, which were not foreseeable at the time this Agreement is entered into. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions relating to the Scope of Work; and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof.
- C. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 7 of this Agreement. The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the Contract Price shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 7, below.

SECTION 4. PAYMENTS

A. Applications for Payment.

1. Based on Applications for Payment submitted to the District by Contractor, the District shall make progress payments on account of the Contract Price to Contractor as provided herein. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

2. An itemized Application for Payment will only include completed portions of the Scope of Work. Contractor warrants that title to all work covered by an Application for Payment will pass to the District no later than the time of payment.

B. Progress Payments.

1. Provided that an Application for Payment, along with all required documentation, is received by the District not later than the 10th day of a month, the District shall make payment of the certified amount to Contractor within 30 days.

2. Subject to other provisions in the Contract Documents, the amount of each progress payment shall be the portion of the Contract Price properly allocable to completed Scope of Work less retainage of five percent (5%).

C. Final Completion and Final Payment.

1. Upon receipt of Contractor's written notice that the Project is ready for final inspection and acceptance and upon receipt of a final Application for Payment, if the District finds the Project is acceptable under the Contract Documents and the Agreement is fully performed, the District will make the final payment constituting the entire unpaid balance of the Contract Price, including retention, to Contractor.

2. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

SECTION 5. SUBCONTRACTORS

- A. Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project. Contractor shall inform all Subcontractors that the District will not be a party to any contracts for construction services executed by Contractor and Subcontractors.
- B. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If Contractor subcontracts any part of its obligations under the Contract Documents, Contractor shall be as fully responsible to the District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as it is for acts and omissions of persons it directly employs.

SECTION 6. CONSTRUCTION SCOPE OF WORK

- A. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional Division of the State Architect ("DSA") or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes and surrounding neighborhoods.
- B. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, obtaining permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- C. Contractor shall establish procedures for the protection of all surrounding structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property

damage (“Vandalism”) which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- D. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the School Facility and surrounding neighborhoods, including procedures to control on-site noise, dust, and pollution during construction.
- E. Contractor shall promptly advise the District on all anticipated delays in the Project.

SECTION 7. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction, which differ from the work or requirements set forth in the Scope of Work (“Extra Work/Modifications”). Notwithstanding the foregoing, Contractor shall not be entitled to compensation for additional services required as a result of Contractor’s acts, errors or omissions.
- B. Contractor shall provide a cost estimate and a written description of the additional work necessary to complete any proposed Extra Work/Modifications. Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. Compensation for such Extra Work/Modifications shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such Extra Work/Modifications. In the absence of a written agreement, the District will not compensate Contractor for such Extra Work/Modifications and Contractor will not be required to perform such Extra Work/Modifications. It is understood and agreed that if Contractor performs any services that it claims are Extra Work/Modifications without receiving prior written approval from the District, Contractor shall not be paid for such claimed Extra Work/Modifications. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the Contract Price.
- C. Contractor agrees that, in determining the Contract Price, it has reviewed the Construction Documents and verified their adequacy and completeness. Accordingly, Contractor shall not be entitled to additional compensation for additional work related thereto that could reasonably be inferred from the Construction Documents.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to pay additional compensation to Contractor; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION

SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

SECTION 8. TIME OF COMPLETION

- A. Contractor agrees that the Project will be substantially complete by February, 28, 2021, and said date will be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this Section 8. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of five-hundred Dollars (\$ 500.00) per day for each calendar day of delay caused by Contractor until the Project is substantially complete. Any money due or to become due to Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from Contractor.
- B. The term "substantially complete" or "substantial completion" as used in the Contract Documents means completed in such a fashion as to enable the District, upon performance of any separate work to be done by the District under separate contract or by day labor, beneficially to occupy the Project, provided such occupancy and use does not substantially interfere with Contractor's performance of the remainder of the Project as agreed upon between Contractor and the District, which may be accomplished prior to the completion of the Project.
- C. The term "fully completed and accepted" shall mean that all remaining work has been completed in accordance with the Scope of Work set forth in **EXHIBIT A** attached hereto.

SECTION 9. TERMINATION

- A. **Termination for Breach by Contractor.** If Contractor refuses or fails to prosecute the Construction or any separable part thereof with such diligence as will insure its completion within the time specified by this Agreement, or any extension thereof, or fails to complete the Project within such time, or if Contractor should be adjudicated bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Contractor, or any of its Subcontractors should violate any of the provisions of the Contract Documents, the District may serve written notice upon Contractor of the District's intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Agreement, and a statement to the effect that Contractor's right to perform this Agreement shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.

B. Termination for Convenience.

(1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of the termination, and the "Effective Date" of such termination. After receipt of a Notice of Termination, and except as directed by the District, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- (a) Stop work as specified in the Notice of Termination;
- (b) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents;
- (c) Leave the School Facility in a safe and sanitary manner such that it does not pose any threat to the public health or safety;
- (d) Terminate all subcontracts with Subcontractors to the extent that they relate to the portions of the work terminated;
- (e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Project; and
- (f) Submit to the District within thirty (30) days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by Contractor solely as a result of the District's exercise of his right to terminate this Agreement pursuant to this clause which costs Contractor is authorized under this Agreement to incur, shall (i) be submitted to and received by the District no later than thirty (30) days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(2) Termination of this Agreement shall not relieve Contractor of its obligation for any just claims arising out of or relating to the work performed on the Project. In the event that the District exercises its right to terminate this Agreement pursuant to this clause, the District shall pay Contractor, upon Contractor's submission of the documentation required by this provision, and other applicable provisions of this Agreement, the following amounts:

- (a) All actual costs incurred according to the provisions of this Agreement, including but not limited to reasonable demobilization costs and insurance costs incurred in connection with the Project.
- (b) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of this Agreement under this Section 9B.

Notwithstanding the foregoing, in no event shall the total amount paid to Contractor pursuant to this provision exceed the Contract Price and all approved Extra Work/Modifications.

C. Termination by Contractor.

Contractor may terminate this Agreement upon thirty (30) days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of Contractor, and neither a notice to resume nor a notice to terminate this Agreement has been received from the District within this time period; or (2) the District should fail to pay Contractor any material sums due it in accordance with the terms of this Agreement and within the time limits prescribed. In the event of such termination, Contractor shall have no claims against the District except for work performed and reasonable demobilization costs of the Project as of the date of termination computed as set forth in Section 9 (B)(2)(a)-(b), above.

SECTION 10. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 11. USE OF PREMISES

Contractor shall confine operations at the School Facility to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the School Facility with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the School Facility.

SECTION 12. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the School Facility (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not

limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of

Discovery. The standard of “should have known” applies to Contractor’s supervisory personnel, whether or not on the School Facility. Contractor’s supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 13. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 14. GUARANTEE

- A. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of five (5) years after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a five-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- B. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.
- C. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of occupation of the Project, the District will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with the District’s request for correction within a reasonable time as determined by the District, the District, notwithstanding the provisions of this Section, may proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against Contractor. Such action by the District will not relieve Contractor of the

guarantees provided in this Section or elsewhere in the Contract Documents.

- D. This does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.
- E. Notwithstanding the foregoing, nothing contained in this Section shall waive or limit any other rights or remedies available to the District pursuant to the Contract Documents or under law or in equity.

SECTION 15. INSURANCE/INDEMNITY

A. Workers' Compensation Insurance; Employer's Liability Insurance. Contractor shall purchase and maintain Workers' Compensation Insurance as will protect Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Scope of Work to be performed, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability and Property Insurance. Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Contractor, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Contractor's obligations under the Contract Documents.

C. Builder's Risk "All-Risk" Insurance. It is Contractor's responsibility to maintain or cause to be maintained Builder's Risk [Fire; "All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Agreement and subject to loss or damage by fire, and vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, terrorism, lighting, smoke and rioting, in an amount to cover 100% of the replacement cost of the Project. Contractor is to provide insurance coverage on completed value form, all-risk or special causes of loss coverage. In addition, such insurance shall comply with the following:

1. Such insurance policy shall be so conditioned as to cover the performance of any extra work performed under the Agreement.
2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Contractor's tools and equipment.
4. Insurance shall include machinery coverage.

D. Automobile Liability Insurance. Contractor shall take out and maintain at all times during the term of this Agreement Automobile Liability Insurance in the amount set forth in Section 15E below. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

E. Coverage Amounts. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit)..... \$2,000,000.00
- (b) Project Specific Aggregate (for this Project only)..... \$2,000,000.00
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
- (d) Personal and Advertising Injury Limit \$1,000,000.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts..... \$1,000,000.00
- (b) Material Hoist where used in amounts \$1,000,000.00
- (c) Explosion, Collapse and Underground
(XCU coverage)..... \$1,000,000.00
- (d) Hazardous Materials \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

F. Evidence of Insurance; Subcontractor's Insurance.

- (1) **Certificates of Insurance.** With the execution of the Agreement, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District.

The insurance policies required of Contractor and Subcontractors hereunder shall also name the County of Santa Clara, the District and its Board of Trustees, officers employees and agents as additional insured as their interests may appear. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

Should any policy of insurance be canceled before Final Acceptance of the Work by the District and Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due Contractor under the Contract Documents. Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of Contractor under the Contract Documents.

- (2) **Subcontractors' Insurance.** Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Sections 15A and 15B. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Section 15. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Section 15. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

- G. **Maintenance of Insurance.** Any insurance bearing on the adequacy of performance of the Scope of Work shall be maintained after the District's Final Acceptance of all of the Project for a one-year period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations or performance of the Scope of Work under the Contract Documents, including without limitation Contractor's obligation to pay Liquidated Damages. Contractor will not be relieved of its obligation to maintain insurance required under this Section until the date of Final Acceptance of the Project by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

H. Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by Contractor's Builder's Risk Insurance or the Commercial General Liability Insurance of Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

I. Indemnity. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Contractor agrees that it will indemnify, defend and hold the County of Santa Clara, the District, members of District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents.

Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which Contractor is not legally liable.

The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Project and their respective agents, officers or employees. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Agreement.

J. Payment Bond; Performance Bond. Prior to commencement of the Project, Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Agreement and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Project under the Contract Documents. The amounts of the

Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Section 15J may be deemed by the District as a default by Contractor of a material obligation hereunder. Upon request of Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

SECTION 16. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement or of the Contract Documents shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 17. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Specified Play Equipment Co.
121 # Industrial Road
Belmont, CA 94002

If to the District:

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

With a copy to Mary Hernandez,

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

Notices under this Agreement shall be deemed to have been given and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. ASSIGNMENT

Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the District, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 19. PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 20. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 21. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in the Superior Court of the State of California, Santa Clara County and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 22. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 23. AUTHORITY

Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

SECTION 24. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, or the District's representative shall be personally responsible for any liability arising under the Contract Documents.

SECTION 25. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 26. ENTIRE AGREEMENT

This Agreement and the Contract Documents as defined in paragraph C of Section 1 herein, constitute the entire agreement between Contractor and the District. The Contract Documents shall not

be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 18 hereof.

SECTION 27. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Specified Play Equipment Co.
121 #1 Industrial Road
Beleont, CA. 94002

THE DISTRICT

Gilroy Unified School District,
a California school district
7810 Arroyo Circle
Gilroy, CA 95020

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Specified Play Equipment Co.

121 #1 Industrial Road
 Belmont, CA 94002
 800.475.1071
 www.specplay.com

**ADDRESS**

Paul Nadeau
 Gilroy Unified School District
 7810 Arroyo Circle,
 Gilroy, CA 95020

SHIP TO

Paul Nadeau
 Gilroy Unified School District
 Corp Yard
 Gilroy, CA 95020

Estimate 1834**DATE** 10/13/2020**EXPIRATION DATE** 12/18/2020**TRACKING NO.**

Rod Kelley 137-118742-6

CSLB# 1050307

-

DIR# 1000064237

-

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Burke equipment per plan #137-118742-6	1	120,215.00	120,215.00T
Design Development Design, drafting, fabrication, production and shop drawings.	1	50,083.00	50,083.00
Demolition Demo/Disposal of Timbers 360 LF	1	3,110.00	3,110.00
Site Work Removal of EWF from pour in place area. EWF to be stockpiled for re-use. Removed EWF loaded into Dis. Trucks.	1	10,823.00	10,823.00
Demolition Demo existing play Equipment	1	6,185.00	6,185.00
Site Work Excavate Soil to 8" depth- 4800 SF, remove and dispose dirty soil. Clean dirt to be loaded into district trucks for re-use.	1	27,144.00	27,144.00
Site Work Concrete Curb for pour in place area containment	1	17,075.00	17,075.00
Site Work Supply and install compacted base rock 4" depth over 4800 sf for rubber surfacing subbase	1	13,915.00	13,915.00

Please write checks to SPEC
 121 #1 Industrial Road
 Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
Installation Service Installation of equipment per plan 137-118742-6 to manufacturer's specifications by factory certified installers. Prevailing wages. Concrete seat wall by others.	1	78,969.00	78,969.00
Protective Safety Surfacing Installation Pour in place 4800 SF @ 3.5" depth for 8' critical fall height. Green and Black mix with wavy design	1	85,920.00	85,920.00
Temporary Fencing Security Fence for duration of project	1	1,200.00	1,200.00
Receive and Offload Offload Equipment at corp yard by installers and move to site when ready.	1	2,350.00	2,350.00
Freight Freight and packaging	1	13,900.00	13,900.00
<ul style="list-style-type: none"> • Permits if required are the responsibility of the owner • Engineered drawings not included. Quote available upon request. • Bonding not included, but can be quoted upon request. • Location of underground utility conflicts required prior to installation, quote available upon request for 3rd party locator. • EWF in EWF areas to be re-used • EWF removed from sites to be loaded in district trucks for disposal/re-use at corp yard. • SPEC Turnkey Guarantee included 			
(ADD ALT) Plastic Borders and ADA Ramp for EWF area: \$4,254			

By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate

SUBTOTAL	430,889.00
TAX	10,819.35

Please write checks to SPEC

121 #1 Industrial Road

Belmont, CA 94002


access to work site provided for workmen, materials, tools, & equipment

TOTAL

\$441,708.35

Accepted By

Accepted Date

DocuSigned by:

1EEAF0FCFCBD420...

10/21/2020

Álvaro Meza

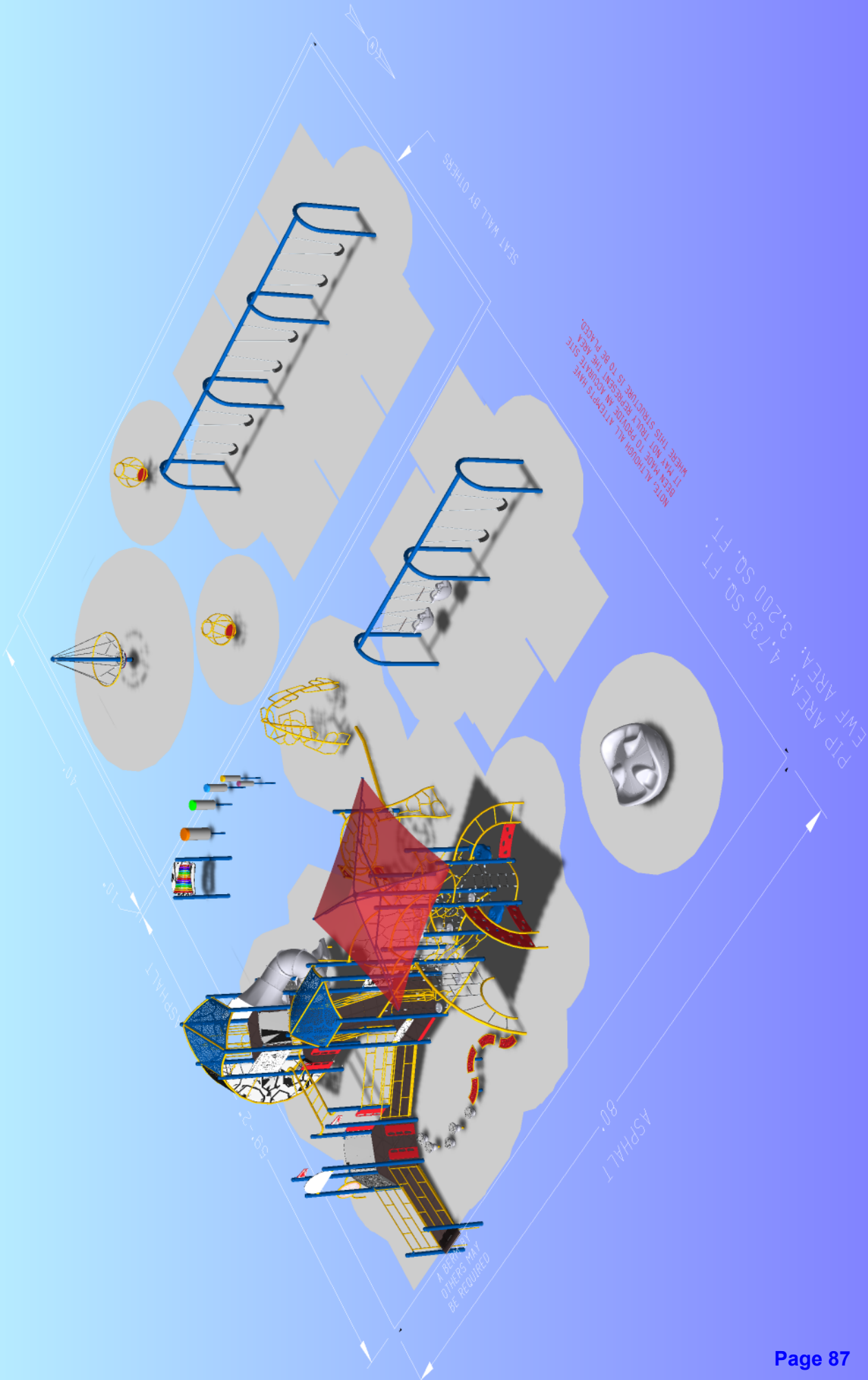
Assistant Superintendent/C.B.O.

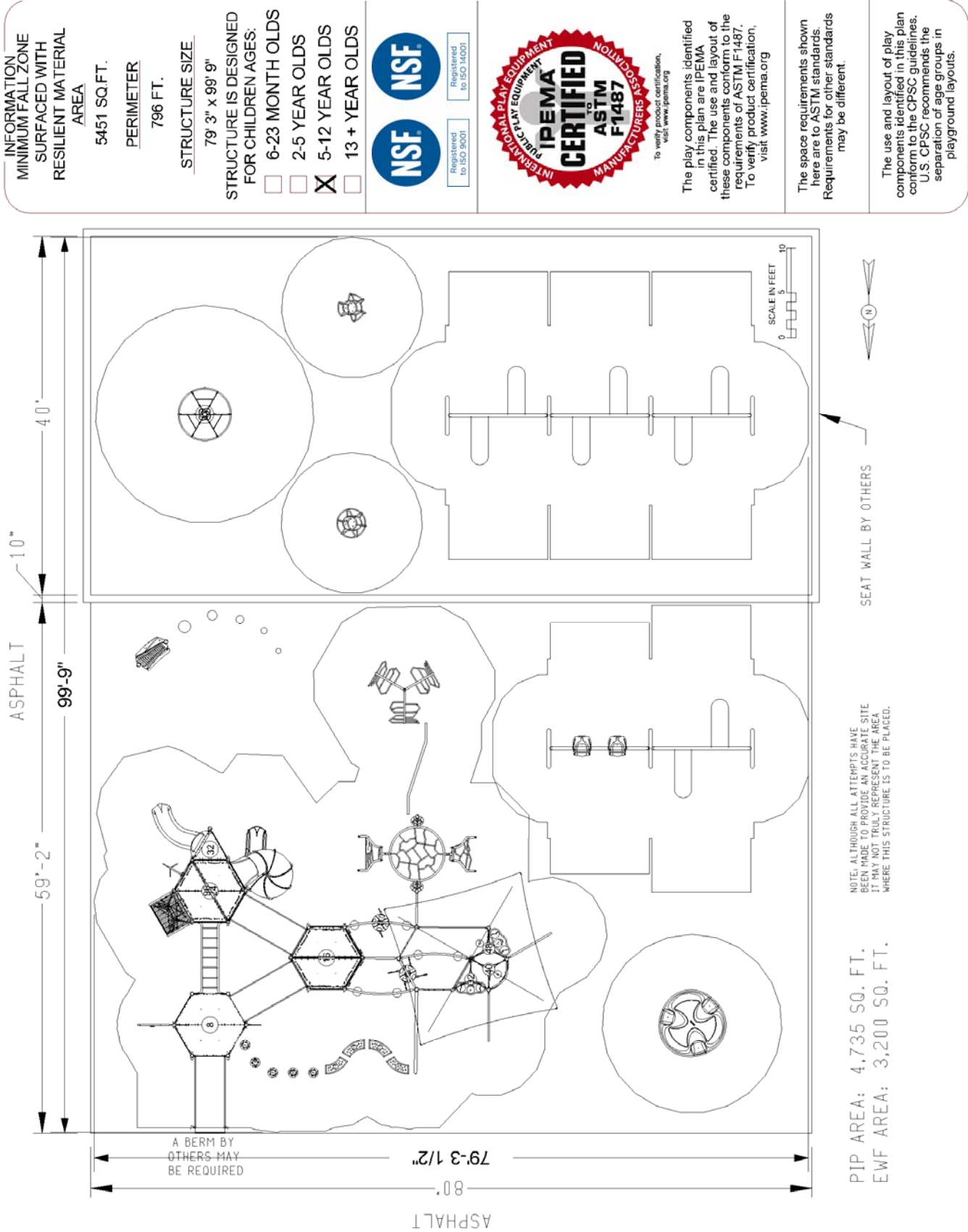
GILROY UNIFIED SCHOOL DISTRICT

Please write checks to SPEC
121 #1 Industrial Road
Belmont, CA 94002



Proposal # 137-118742-6
Rod Kelley Elementary
Specified Play Equipment Company





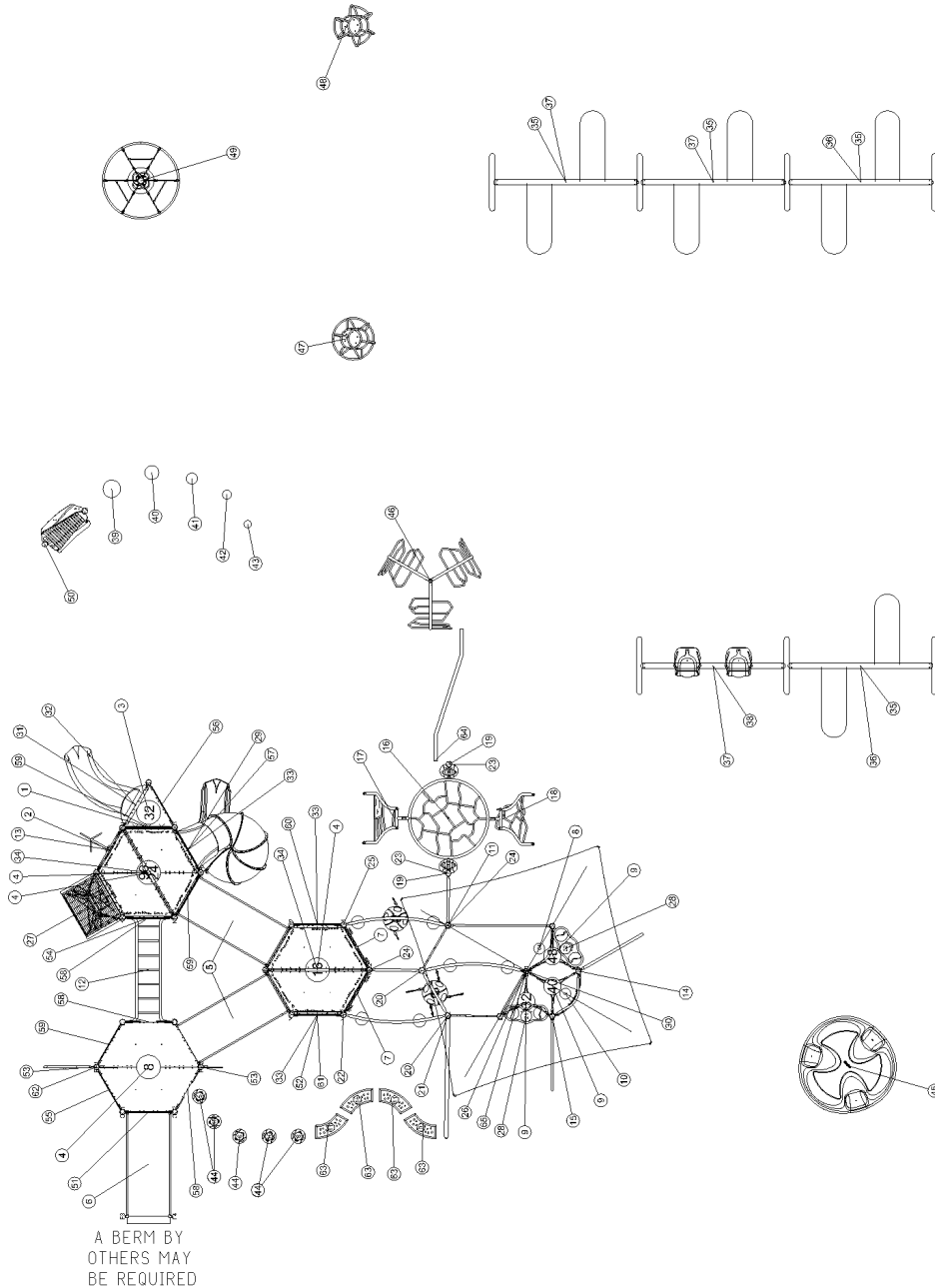
WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	60
NUMBER OF ELEVATED PLAY EVENTS:	14
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 9
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 9
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 46
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 12
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 0
	RECD: 7
	RECD: 0
	RECD: 0

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0112	UNITARY ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0131	HEXAGONAL PLATFORM S&P
5	270-0221	8" RISE RAMP W/ GUARDRAILS
6	270-0223	8" RISE ENTRANCE RAMP W/ GUARDRAILS
7	270-0266	CENTER MOUNT ENCLOSURE
8	370-0001	AGILITY ARC
9	370-0009	HEALTHY HAMMOCK
10	370-0026	LIMBER LADDER ROPE CLIMBER
11	370-0033	ODYSSEY POST LINK DOUBBLE
12	370-0205	LONG HORIZONTAL OVERHEAD
13	370-0556	ATOM CLIMBER 80"-96"
14	370-0812	CREST POINT CLIMBER
15	370-0813	RIDGE POINT CLIMBER
16	370-0829	PLEXUS OVERHEAD
17	370-0830	PLEXUS HOLE CLIMBER
18	370-0832	PLEXUS TANGLE CLIMBER
19	370-0834	OVERHEAD POST ATTACHMENT
20	370-0868	TREE BRANCH CLIMBER-4
21	370-1583	APEX ROPE CLIMBER
22	370-1589	TAKTIKS BOLT CLIMBER
23	370-1608	OVISTEP LAUNCH PAD
24	370-1616	TAKTIKS, TAIL ROPE WALL
25	370-1620	TAKTIKS BOW CLIMBER
26	370-1621	TAKTIKS, SHORT ROPE WALL
27	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
28	470-0101	DYNAMIC PAD
29	470-0108	COBRA SLIDE CORKSCREW RIG
30	470-0773	EZ TENSION 15' X 15' SHADEPLATE
31	470-0802	MONACO SLIDE, 32"-40"
32	470-0804	SLIDE HOOD, LOW SIDE WALL
33	470-0808	EVOLUTION ROOF BOTTOM EDGE
34	470-0813	EVOLUTION HEX ROOF
35	550-0112	BELT SEAT, 8" PAIR, STD CHAIN
36	550-0135	5" OD ARCH SWING
37	550-0136	5" OD ARCH SWING ADD-ON
38	550-0175	FREEDOM SWING SEAT, PAIR, 8"
39	560-0055	PLAYENSEMBLE CIRQUE DRUM
40	560-0056	PLAYENSEMBLE CIRQUE DRUM
41	560-0057	PLAYENSEMBLE CIRQUE DRUM
42	560-0058	PLAYENSEMBLE CIRQUE DRUM
43	560-0059	PLAYENSEMBLE CIRQUE DRUM
44	560-0453	STEP SPOT POD 8-16"
45	560-2579	VOLTA INCLUSIVE SPINNER
46	560-2580	VERVE III CLIMBER
47	560-2586	COMET I
48	560-2589	COMET II
49	560-2611	SPINETIC W/O SPEED LIMITER
50	570-0411	PLAYENSEMBLE SUPINE CHIMES
51	570-0584	CUSTOM ARCH SIGN
52	570-0622	PLATFORM ROLL GUARD
53	570-0737	PENNANT FULL COLOR CUSTOM
54	570-0811	BRILLE PANEL
55	570-0842	ABC 2-SIDED PLAY PANEL
56	570-0848	SIGNING 2-SIDED PLAY PANEL
57	570-1858	3-IN-A-ROW PANEL, ABOVE PLAY
58	570-1865	HDPE UNITARY ENCLOSURE, N
59	570-2635	CUSTOM CURVED 41
60	570-2662	CRAZY MAZE 2-SIDED PLAY PAN
61	570-2669	MAZE ACCESSIBLE REACH PAN
62	570-2703	COLLISION RING PANEL
63	580-1312	NOVO ARC BENCH
64	590-0058	S BALANCE BEAM ASSY
65	670-0423	POST, FOOTER EXTENSION 5" O



Burke

October 09, 2020

SERIES: Basics, Intensity, Nucleus

Rod Kelley Elementary

Specified Play Equipment Company

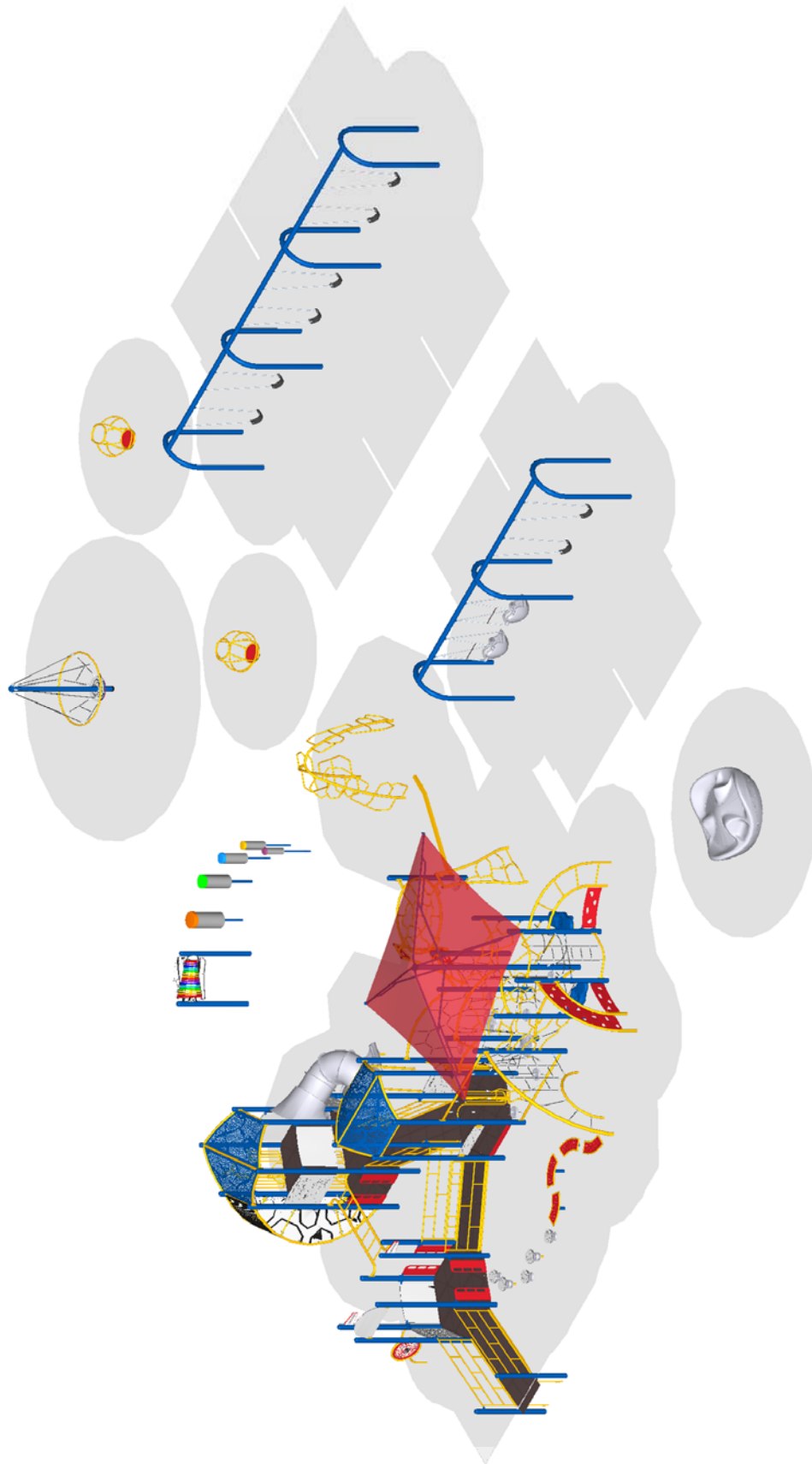
COMPONENT PLAN

8755 Kern Ave.

137-118742-6

DRAWN BY: Pa Der Vang

Gilroy, CA 95020



Burke

October 09, 2020

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Pa Der Vang

Rod Kelley Elementary

8755 Kern Ave.

Gilroy, CA 95020

Specified Play Equipment Company

137-118742-6

Golden PMI

510-498-4428

4441 Enterprise St

Fremont, CA 94538

Estimate

Date	Estimate #
12/28/2020	GUSD07

Name / Address
Gilroy Unified School District 7810 Arroyo Circle Gilroy, CA 95020 Brownell Middle School Admin Building A22 & A11

			Project
Description	Qty	Cost	Total
Cost to receive at the GPMI warehouse, Inspect and notify KI of any freight claims. Deliver and Stage product in the Admin Building A22 & A11 at Brownell Middle School, install and remove all debris generated from install. Report any punch list items to KI. All work to occur during regular work hours (Mon-Fri, 7am-3pm). Stair carry not included in pricing. Quote based on KI quote 20TRS-507115/C: Gilroy Unified School District: Brownell Middle School: Admin Building A22 & A11.	1	1,500.00	1,500.00
		Total	\$1,500.00



2d

We have prepared a quote for you

GUSD BMS LPR Cameras for Alley Coverage

Quote # Q-GG003039
Version 1

Prepared for:

Gilroy Unified School District

Paul Nadeau
paul.nadeau@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Thursday, December 17, 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.

All pricing included on this proposal is at CMAS pricing or better. Some of the proposed items are not included on any CMAS schedules.

The following is included in this proposal:

LPR capable Verkada CB61TE cameras will be mounted in the plant area in front of classroom POD F on a 15' Tall x 4.0" OD x 0.125" Thick, Square Straight Aluminum, Anchor Base Light Pole, this pole will be sunk 1.5' into the ground into concrete. Power and network will be pulled through the existing conduit that runs into POD F and will be trenched in a conduit to the perimeter fence for a view down the alley. It is recommended that two cameras be installed at this location so that you can capture LPR data from vehicle rear license plates traveling in both direction.

At the second location on the back of the new MPR/Kitchen a camera will be mounted onto the existing overhang. Conduit will be run back into the building and the camera will look down the alleyway. Camera will need to be mounted on an arm to extend far enough out to view around the existing utility infrastructure.

This proposal includes the following hardware and licensing.

- 3 x CB61TE LPR Capable Cameras and licensing.
- Infrastructure and hardware for camera mounting at both locations including pole and concrete.
- Trenching. This can be performed by the GUSD team (Recommended) but is included in this proposal.
- 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.

This is V1 of this proposal and is based on the attached diagrams.

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

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



yearly.

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

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

Line#	Qty	Description	Price	Ext. Price
1.1	1	CD51-30E-HW  Verkada CD51 Outdoor, 5MP, Zoom Lens, 30 days of storage	\$817.50	\$817.50
1.2		LPR Verkada LPR Solutions		
1.3	3	CB61-30TE-HW  Verkada CB61-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 30 Days of Storage	\$1,340.47	\$4,021.41
1.4	1	NP-SSAA-15-4040 -C-LAB-SB-FP  15' Tall x 4.0" OD x 0.125" Thick, Square Straight Aluminum, Anchor Base Light Pole	\$821.25	\$821.25
1.5	1	PC-LP-BASE Concrete Light Pole Base 1.5' below ground level.	\$340.00	\$340.00
1.6	1	Misc Material  Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.	\$550.00	\$550.00
1.7	1	N3R-5808  12X12X10 NEMA BOX (FITS US-8-150W)	\$115.00	\$115.00
1.8	3	IC1078F6BK  ICC Cat 6 HD Modular Connector, Black ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black	\$5.99	\$17.97
1.9	1	OD-CABLE  Stranded, 550Mhz, UTP, Pure Bare Copper Wire, Outdoor, 23AWG, Black	\$385.22	\$385.22
1.10	3	RJ45  RJ45 Passthrough Connector	\$2.53	\$7.59


Subtotal: \$7,075.94

Estimated Tax: \$636.84





- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




LICENSING & MFR. SUPPORT

Line#	Qty	Description	Price	Ext. Price
2.1	3	LIC-5Y Verkada 5 Year License 	\$538.65	\$1,615.95
Subtotal:				\$1,615.95

PROFESSIONAL SERVICES

Line#	Qty	Description	Price	Ext. Price
3.1	3	PS-WP-EXT Camera Exterior - Wire Placement 	\$390.00	\$1,170.00
3.2	3	PS-CAM-INST Camera Installation, Configuration, alignment, network config and labeling. 	\$140.00	\$420.00
3.3	1	PS-POLE-INST Camera Pole Mount Install and setup. 	\$280.00	\$280.00
3.4	1	AERIAL-RENTAL Trench Rental if required for installation will be billed at local rental rates. Boom Lift Rental 	\$480.00	\$480.00
Subtotal:				\$2,350.00

SURVEILLANCE SUPPORT - MONTHLY

Line#	Qty	Description	Recurring	Ext. Recurring
4.1	3	QSCS-CAM 20 Plus Camera Support 20 +  Camera Support fee per camera over 20th camera	\$3.00	\$9.00
Monthly Subtotal:				\$9.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




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.
6.2	1	Note 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.
6.3	1	Note Pricing in this proposal is based on the proposed quantity and scope of work. In the event that the proposed quantities change the proposed pricing will be adjusted to reflect the revised quantities and scope of work. Discounts in this proposal as based on the proposed hardware and licensing quantities. QOVO retains the right to adjust discounts as quantities on hardware and licensing items change.
6.4	1	Exclusion Qovo Solutions Inc is not providing high speed internet or managed services unless otherwise noted with in this quote.
6.5	6	Note - IDF Power Each MDF/IDF location will need access to 1 power outlet to power up provided switch which will provide power to cameras.
6.6	1	Note This proposal including all elements, diagrams, documents, and communications are considered the proprietary work product of QOVO Solutions, Inc. Any dissemination of these documents beyond the intended recipients and related entities will be considered a violation of a confidentiality agreement and any items related to this proposal cannot be disclosed to any third party without the express written permission of QOVO Solutions, inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



SHIPPING

Line#	Qty	Description	Price	Ext. Price
7.1	1	UPS-GROUND  UPS-GROUND SHIPPING	\$255.00	\$255.00

Subtotal: \$255.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD BMS LPR Cameras for Alley Coverage

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-GG003039
Version: 1
Delivery Date: 12/17/2020
Expiration Date: 01/08/2021

Quote Summary

Description	Amount
HARDWARE	\$7,075.94
LICENSING & MFR. SUPPORT	\$1,615.95
PROFESSIONAL SERVICES	\$2,350.00

Subtotal: \$11,041.89

Shipping: \$255.00

Estimated Tax: \$636.84

Total: \$11,933.73

Monthly Expenses Summary

Description	Amount
SURVEILLANCE SUPPORT - MONTHLY	\$9.00

Monthly Total: \$9.00

Payment Options

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$5,966.86
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$5,966.86

- 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.

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QOVO Solutions, Inc.

Gilroy Unified School District

Signature: 
Name: Garth Gilmour
Title: _____
Date: 12/17/2020

Signature: _____
Name: Paul Nadeau
Date: _____

LAYOUT - BMS LPR Cameras





We have prepared a quote for you

GUSD Cameras for MPR and Kitchen additional locations.

Quote # Q-GG003049

Version 1

Prepared for:

Gilroy Unified School District

Paul Nadeau

paul.nadeau@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Saturday, December 12, 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:

Video Surveillance Cameras, mounting hardware 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.

- Cameras and Licensing
- Mounting Hardware
- 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.

This section needs to include all details on all versions of the proposal.

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 "Garth Gilmour".




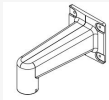


Garth Gilmour

QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




HARDWARE

Line#	Qty	Description
1.1	5	CD51-30E-HW Verkada CD51 Outdoor, 5MP, Zoom Lens, 30 days of storage 
1.2		 Verkada LPR Solutions
1.3	1	HDMI A/C-2M Monster Cable HDMI Cable Adapter - 6.56 ft /V Cable - HDMI (Mini Type C) Male - HDMI (Type A) Male - Shielding - Gold Plated Contact 
1.4	5	ACC-MNT-2 Verkada Arm Mount Kit  Wall mounted extender arm Use with Verkada ACC-MNT-1 pendant cap
1.5	5	ACC-MNT-8 Verkada Pendant Cap Mount Kit  Verkada Pendant Cap Mount Kit
1.6	1	Misc Material Conduit, Mounting Boxes, Velcro, zip ties. Mounti  Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.

Subtotal: \$4,704.15

Estimated Tax: \$423.38

LICENSING & MFR. SUPPORT


Line#	Qty	Description
2.1	5	LIC-5Y Verkada 5 Year License 

Subtotal: \$2,663.35

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




PROFESSIONAL SERVICES

Line#	Qty	Description
3.1	5	PS-CAM-INST Camera Installation, Configuration, alignment, network config and labeling. 

Subtotal: \$982.75

SURVEILLANCE SUPPORT - MONTHLY

Line#	Qty	Description	Recurring	Ext. Recurring
4.1	5	QSCS-CAM 20 Plus Camera Support 20 +  Camera Support fee per camera over 20th camera	\$3.00	\$15.00

Monthly Subtotal: \$15.00

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.
5.2	1	Note 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.
5.3	1	Note Pricing in this proposal is based on the proposed quantity and scope of work. In the event that the proposed quantities change the proposed pricing will be adjusted to reflect the revised quantities and scope of work. Discounts in this proposal as based on the proposed hardware and licensing quantities. QOVO retains the right to adjust discounts as quantities on hardware and licensing items change.


- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



NOTES

Line#	Qty	Description
5.4	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>
5.5	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>
5.6	1	<p>Note</p> <p>This proposal including all elements, diagrams, documents, and communications are considered the proprietary work product of QOVO Solutions, Inc. Any dissemination of these documents beyond the intended recipients and related entities will be considered a violation of a confidentiality agreement and any items related to this proposal cannot be disclosed to any third party without the express written permission of QOVO Solutions, inc.</p>

SHIPPING

Line#	Qty	Description
6.1	1	<p>UPS-GROUND</p> <p> UPS-GROUND SHIPPING</p>

Subtotal: \$150.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD Cameras for MPR and Kitchen additional locations.

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-GG003049
Version: 1
Delivery Date: 12/12/2020
Expiration Date: 01/11/2021

Quote Summary

Description	Amount
HARDWARE	\$4,704.15
LICENSING & MFR. SUPPORT	\$2,663.35
PROFESSIONAL SERVICES	\$982.75
Subtotal:	\$8,350.25
Shipping:	\$150.00
Estimated Tax:	\$423.38
Total:	\$8,923.63

Monthly Expenses Summary

Description	Amount
SURVEILLANCE SUPPORT - MONTHLY	\$15.00
Monthly Total:	\$15.00

Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$4,461.81
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$4,461.81

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

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LATE PAYMENT POLICY:

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PURCHASE ORDERS:

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QOVO Solutions, Inc.

Gilroy Unified School District

Signature: 
Name: Garth Gilmour
Title: _____
Date: 12/12/2020

Signature: _____
Name: Paul Nadeau
Date: _____

Hollister Moving and Storage

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

2e

Office/School Move/On-Site

Packing Date(s):

Loading Date(s): TBD

Delivery Date(s): TBD

ORIGIN		DESTINATION	
Name:	GUSD - Brownell School - Marissa Van Patten	Name:	GUSD - Brownell School - Marissa Van Patten
Address:	Brownell School - 7800 Carmel St.	Address:	Same Location - New School & Offices
City:	Gilroy, CA 95020	City:	Gilroy, CA 95020
Phone:	408-612-2720	Phone:	408-612-2720
Email:	marissa.vanpatten@gilroyunified.org	Email:	

MOVE DESCRIPTION

lbs.

Move of contents left over from original move the Library contents to the new library + move additional items between 7 classrooms to new/other classrooms + move large TV's/smart boards from the gym to the various rooms around the campus. There may be some additional items to be moved and our crew will handle all of this over a two day period on dates that will be worked out based on availability of our crews as well as when it works for the district. Any rainy weather will delay the project as all items will be moved on-site and not in trucks.

LOCAL MOVE Men, Trucks & Equipment to perform the move in the time frame noted above. The number of men may vary from day to day based on our workload, but the move will be completed in an agreed time frame.

\$ 6,645.00

Rental Equipment: Carts/Dollies for onsite moving/transfer between rooms

\$ 350.00

PACKING DESCRIPTION

Packing Labor: man hrs

There is no packing needed for this portion of the move as all items were previously packed on other phases of the move. If any major amounts of packing are needed or crew leader will advise if any other charges would apply. We will do some minimal packing at no charge if needed to help expedite the moving/transfer of the items.

PACKING MATERIALS AND TAX: See attached for details - final charges based on actual use.

\$ -

\$ -

Fuel Charge 1%

\$ 66.45

Discounts:

Rental Equipment Discount = \$-350.00 + GUSD Discount = \$-725.00

Total Discounts = \$-1075.00

\$ (1,075.00)

Payment Method: Personal Check

TOTAL COST

\$ 5,986.45

South Valley's #1 Mover Since 1978

Hollister Moving and Storage

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

Customer Name: GUSD - Brownell School - Marissa Van Patten

PACKING MATERIAL - CONTAINERS

Qty	Item	Rate	Total
	1.5 Sm	\$ 2.50	\$ -
	3.0 Md	\$ 5.00	\$ -
	4.5 Lg	\$ 6.25	\$ -
	5.0 DP	\$ 18.75	\$ -
	6.0 Ex L	\$ 12.50	\$ -
	6.6 Elec	\$ 15.00	\$ -
	8.0 CF		\$ -
	10.0 CF		\$ -
	Flat sm	\$ 10.00	\$ -
	Flat med	\$ 15.00	\$ -
	Flat Lg	\$ 18.00	\$ -
	TV Box	\$ 45.00	\$ -
	Flat 7x8	\$ 75.00	\$ -
	Crate ____		\$ -
	Wardrobe	\$ 12.80	\$ -
	S/D Matt	\$ 8.50	\$ -
	Q/K matt	\$ 16.00	\$ -
TOTAL			\$ -

PACKING MATERIAL - OTHER

Qty	Item	Rate	Total
	Tape, 2"	\$ 2.75	\$ -
	Papr Pad		\$ -
	Bwrap 12"		\$ -
	Bwrap 24"		\$ -
	Bwrap 48"		\$ -
	Pkg Ppr	\$ 24.95	\$ -
	Dp Inserts		\$ -
	Library Cart	\$ 15.00	\$ -
	Office Carts	\$ 15.00	\$ -
	Speed Packs	\$ 10.00	\$ -
			\$ -

Other Materials Total	\$ -
Containers Total	\$ -
Sub Total All Materials	\$ -
TAX	\$ -

TOTAL MATERIAL	\$ -
-----------------------	-------------

Important Notice

This Proposal covers only the articles and services listed. Actual charges for those services listed will not exceed the Estimated Cost. No guarantee can be made as to the specific dates of pickup or delivery unless you make special arrangements with the Mover, and those dates are included on this Proposal or Agreement.

This move and contents to be moved are based on the items that were noted during the walk through at the school and the description of services noted above. If there are any delays with other contractors or service providers that effect our work flow

we will inform Ms. Bazan of any such issues ASAP to avoid any delays on our end of the move.

We will have a supervisor on-site during the move that will be the point of contact for our crew during the entire move

MOVER and CUSTOMER SIGNATE BELOW ACKNOWLEDGE CONDITIONS OF PROPOSAL/ESTIMATE:

Moving Company

Date

Customer (or Agent)

Date

Hollister Moving and Storage

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

Customer Name: GUSD - Brownell School - Marissa Van Patten

BASIS OF CARRIER'S COST PROPOSAL

ORIGIN:

Flight of Stairs qty steps:
Landings qty:
Long Carry distance:
Packing:
Packing Material:
Shuttle: 16' & 26' trucks
Office Carts & Speed Packs
Additional Truck (s):
Extra Pickup:
Disassembly: minor items
Regular Storage:
Boxes from Garage
Piano:

Service Required	Service Not Req'd	Condition Unknown
	X	
	X	
X		
	X	
X		
X		
X		
	X	
X		
	X	
	X	
	X	

DESTINATION:

Flight of Stairs qty steps:
Landings qty:
Long Carry distance:
Shuttle:
Unpacking:
Boxes to Garage:
Extra Delivery:

Service Required	Service Not Req'd	Condition Unknown
	X	
	X	
X		
X		
	X	
	X	
	X	

Charges to be Paid by: **Personal Check**

I REQUEST ONLY THE SERVICES AND ITEMS LISTED ON THIS DOCUMENT TO BE CONSIDERED IN DETERMINING THE ESTIMATED COST. I UNDERSTAND THAT ADDITIONAL CHARGES WILL BE MADE FOR ANY ADDITIONAL SERVICES REQUESTED AT A LATER TIME.

Customer (or Agent)

Date

REVISED PROPOSAL

Proposal Date: 01/04/21	Requested By: Mr. Paul Nadeau	Req. #: TBD	Proposal #: P82-R
Project #: 181-18.310 Client: Gilroy USD Attn: Mr. Paul Nadeau Director of Facilities & Maintenance Address: 7810 Arroyo Circle Gilroy, CA 95020 Tel: 408-726-1686 Email: paul.nadeau@gilroyunified.org		Pjct Loc'n: BROWNELL MS • GYMNASIUM Air Monitoring & Supervision Services Scope: 1) HazMat Specifications (if needed) 2) Submittal review & approval 3) Daily IH monitoring & supervision during abatement 4) Final clearance air sampling/analysis 5) Final report of all abatement activities/clearances	

ITEM	DESCRIPTION	COST
1	Background Inspection & Sampling Services	Completed
2	HazMat Abatement Specifications & Bid Docs • Review of the Demo scope • Prepare a detailed scope of haz-mat abatement for asbestos, lead, and universal waste • Identify abatement methods & quantities • Submittal requirements • Containment requirements • Air sampling & clearance methods • Overall project execution	Not Requested (\$2,500 if desired)
3	Management Services prior to Abatement Start • Response to technical questions • Issuance of clarifications to the scope of haz-mat work (as needed) • Abatement contractor submittal review • Response to submittal deficiencies • Issuance of authorization to proceed	\$ 990.00
4	Abatement Services by a DOSH-Certified Contractor	By Others
5	14 days of IH Monitoring & supervision by a Cal/OSHA-Certified Asbestos Consult. • Based on 14 days of IH monitoring & supervision during haz-mat abatement, including daily perimeter air sampling, sample analysis by PCM @ a certified lab, containment inspection, post abatement visual inspection, document review, progress meetings, Regulatory agency liaison, manifest recordkeeping, specification enforcement (if any)	\$ 17,850.00
6	Post Abatement Clearance Testing @ a State-Certified Lab • 1 set of Asbestos clearance test by TEM (1 per building) • 1 set of lead clearance samples by AAS (1 per building)	\$ 995.00 \$ 750.00
7	Post Abatement Documentation & Final Report • Summary of all field activities & daily field logs • Air and dust wipe sampling analytical data • Abatement personnel records • Hazardous waste manifests • Non hazardous waste tracking forms	\$ 1,250.00
		SUB-TOTAL \$ 21,835.00
		(Based on 7 days of AQM)
		20% Contingency \$ 4,367.00
		for added monitoring
		TOTAL PROPOSAL \$ 26,202.00
		OPTION for Specs: \$ 2,500.00

On-Line Prequalification of Contractors

Proposal for Software Services

Page 1 of 2

Gilroy Unified School District

September 21, 2020

It is our pleasure to provide this proposal summarizing the Quality BiddersSM product and services Colbi Technologies would be providing to Gilroy Unified School District for management of their contractor prequalification process. This proposal is valid for 90-days.

Quality BiddersSM
Implementation Fee
\$2,500

Quality BiddersSM an online automated contractor prequalification tool built specifically for California school districts. Quality BiddersSM is fully compliant with requirements to prequalify general contractors and M/E/P subcontractors bidding on projects receiving State bond funds, and maintain a CUPCCAA list of contractors registered for informal bidding.

Contractors may create their own accounts, fill out a standardized questionnaire and may submit only complete and validated applications for prequalification or informal bid registration. Software algorithms score their applications, allowing the district administrator to easily determine approval or rejection before emails are automatically sent to contractors.

Quality BiddersSM is paperless, reduces the time it takes to prequalify contractors, simplifies contractor outreach, tracks status of applications, approved prequalification and informal bid registration, and produces automatic reports and notifications.

Annual Software
Services Fee
\$10,500

The Annual Software Services fee covers the License to use Quality BiddersSM software, Managed Services, and Support Services. There is no restriction on the number of users the District authorizes to use the software.

Managed Services

Colbi Technologies will provide access to Quality BiddersSM software when security login requirements are met, host collection and storage of prequalification applications and supporting documents, provide data backup and recovery, and will monitor, manage and remediate the servers and network infrastructure that support Quality BiddersSM software services.

Support Services

Colbi Technologies will provide live phone support for district and contractor users during normal business hours, provide 24/7 online support, provide Best Practice Advisories and Alerts, and provide automated Quality BiddersSM application updates. In addition, Colbi Technologies will provide a template for your website instructing contractors how to use the system.

Prequalification Review Services
Optional
\$85/hour

As an optional service, Colbi Technologies will do all the work. We will review all submitted documents and financial statements, and conduct reference checks for two recently completed projects using a standard questionnaire. The District will be notified when each application is ready for final determination based on the score.

The District will receive monthly invoices for work performed.

**CUPCCAA
Registration Review
Services**
Optional
\$5,000 per year

As an optional service, Colbi Technologies will provide daily monitoring of CUPCCAA registration applications. Colbi Technologies will register contractors for District informal bidding based on our ability to verify Contractor License and DIR registration. During the month of November, Colbi Technologies will mail out a written notice on behalf of the District, to construction trade journals designated by DIR for the District, inviting all licensed contractors to submit registration applications for inclusion on the District's CUPCCAA informal bidding list for the next year.

**Import of Historical
Prequalification Data**
Price to be Determined

If you already have a list of prequalified contractors we can upload your current contractor applications, status, and approval dates so all contractor information is in one database.

Cost will vary based on the integrity and amount of data. Colbi Technologies will provide a not-to-exceed estimate after review of sample data. After acceptance of completed work, the District will be billed based on actual cost, but not for more than the agreed to not-to-exceed cost.

We appreciate this opportunity to be of service to the Gilroy Unified School District.

Date: September 21, 2020

Signed: 
Lettie Boggs
CEO, Colbi Technologies

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Marissa Van Patten
Gilroy Unified School District

(408) 842-8297
marissa.vanpatten@gilroyunified.org



DRYCO PROPOSAL CONTRACT

Proposal #: 034062A

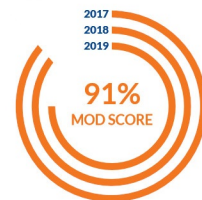
Gilroy Unified School District

Prepared for:
Marissa Van Patten

Date Prepared:
12/15/2020

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



2018: 91%
2017: 76%
2019: 91%

PROPOSAL CONTRACT

Date: 12/15/2020
 Est. Code: GUSD-Gilroy HS- Vehicular Gate
 Job Site: Gilroy High School
 750 W. Tenth St.
 Gilroy, CA 95020
 Job Contact: Marissa Van Patten
 Bus: (408) 842-8297
 Mob: (408) 612-2720
 Email: marissa.vanpatten@gilroyunified.org
 Fax: (408) 848-6424



Proposal #: 034062A
 Customer: Gilroy Unified School District
 7810 Arroyo Cir
 Gilroy, CA 95020
 Attn: Marissa Van Patten
 Bus: (408) 842-8297
 Mob: (408) 612-2720
 Email: marissa.vanpatten@gilroyunified.org
 Fax: (408) 848-6424

Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information. Indicated below is our proposed scope of work.</p> <p>DOUBLE SWING GATES: (Ticket Booth)</p> <p>3 EA Gate Posts: Supply and install gate posts. Includes excavation and construction of concrete footing.</p> <p>20 LF Chain Link Fence: Supply and install top and bottom rails to posts. Supply and install chain link fencing.</p> <p>1 EA 8FT Chain Link Double Swing Gate: Fabricate double swing gate for 20FT clear opening.</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be completed during weekdays and regular hours. 2. It is anticipated to take 2-3 working days to complete our proposed scope of work. 3. 2 week lead time for materials <p>SPECIFIC EXCLUSIONS:</p> <ol style="list-style-type: none"> 1. Permit and Inspection Fees <p>ADDITIONAL ITEMS: (Options)</p>

DRYCO's Authorized Representative:

Art Miranda
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$5,821

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

Gilroy Unified School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost 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, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Marissa Van Patten
Gilroy Unified School District

(408) 842-8297
marissa.vanpatten@gilroyunified.org



DRYCO PROPOSAL CONTRACT

Proposal #: 034055

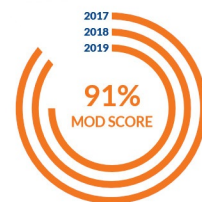
Gilroy Unified School District

Prepared for:
Marissa Van Patten

Date Prepared:
12/2/2020

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



2018: 91%
2017: 76%
2019: 91%

PROPOSAL CONTRACT

Date: 12/2/2020
Est. Code: GUSD-Gilroy HS- Secure Pool



Proposal #: 034055
Customer: Gilroy Unified School District
7810 Arroyo Cir
Gilroy, CA 95020

Job Site: Gilroy High School
750 W. Tenth St.
Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Quantity	Description
4 EA	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information. Indicated below is our proposed scope of work.</p> <p>INSTALL BARBWIRE FENCE @ TOP OF GATES: (Pool Area)</p> <p>Barbwire @ Pool Gates (4 Locations): Supply and install barbwire at the top of gates. Includes all necessary hardware. Hardware to be paint black.</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be completed during weekdays and regular hours. 2. It is anticipated to take 1 working days to complete our proposed scope of work. 3. 2 week lead time for materials <p>SPECIFIC EXCLUSIONS:</p> <ol style="list-style-type: none"> 1. Permit and Inspection Fees <p>ADDITIONAL ITEMS: (Options)</p>

DRYCO's Authorized Representative:


Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$3,438

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

Gilroy Unified School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost 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, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Marissa Van Patten
Gilroy Unified School District

(408) 842-8297
marissa.vanpatten@gilroyunified.org



DRYCO PROPOSAL CONTRACT

Proposal #: 034065

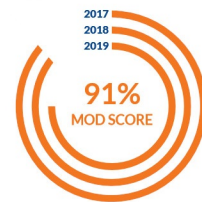
Gilroy Unified School District

Prepared for:
Marissa Van Patten

Date Prepared:
12/2/2020

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



2018: 91%
2017: 76%
2019: 91%

PROPOSAL CONTRACT

Date: 12/2/2020
Est. Code: GUSD-Gilroy HS- Replace Fence



Proposal #: 034065
Customer: Gilroy Unified School District
7810 Arroyo Cir
Gilroy, CA 95020

Job Site: Gilroy High School
750 W. Tenth St.
Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information. Indicated below is our proposed scope of work.</p> <p style="text-align: center;">REMOVE GATE & CONSTRUCT FENCE:</p> <p>LS Fence & Gate Removal: Remove and dispose of designated fencing and gate</p> <p>LS Install Fence: Supply and install top and bottom rail to existing posts. Supply and install fencing. (Match Existing)</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be completed during weekdays and regular hours. 2. It is anticipated to take 2-3 working days to complete our proposed scope of work. 3. 2 week lead time for materials <p>SPECIFIC EXCLUSIONS:</p> <ol style="list-style-type: none"> 1. Permit and Inspection Fees <p>ADDITIONAL ITEMS: (Options)</p>

DRYCO's Authorized Representative:

Art Miranda
Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$2,569

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

Gilroy Unified School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost 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, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Marissa Van Patten
Gilroy Unified School District

(408) 842-8297
marissa.vanpatten@gilroyunified.org



DRYCO PROPOSAL CONTRACT

Proposal #: 034067A

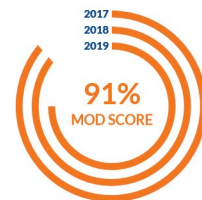
Gilroy Unified School District

Prepared for:
Marissa Van Patten

Date Prepared:
12/15/2020

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



2018: 91%
2017: 76%
2019: 91%

PROPOSAL CONTRACT

Date: 12/15/2020
Est. Code: GUSD-Gilroy HS-Storage Area



Proposal #: 034067A
Customer: Gilroy Unified School District
7810 Arroyo Cir
Gilroy, CA 95020

Job Site: Gilroy High School
750 W. Tenth St.
Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information. Indicated below is our proposed scope of work.</p> <p style="text-align: center;">CHAIN LINK CAGE & GATES:</p> <p>13 EA Fence Posts: Install 1-5/8" galvanized posts with metal base plate at bottom of post. Surface mount posts to concrete floor with wedge anchors.</p> <p>130 LF 8FT Chain Link Fence: Install chain link fence. (2" Diamond) Install top and bottom rails to posts. Install and fasten fence.</p> <p>LS Chain Link Cover: Supply and install railing. Install chain link mesh to cover storage area. (2" Diamond)</p> <p>2 EA 5FT Swing Gates: Install chain link swing gate. Includes heavy duty hinges and standard box hardware box to accept leaver handle lockset.</p> <p>2 EA 10FT Rolling Gates: Fabricate and Install chain link rolling gate. Includes standard locking hardware. (Locking Device not provided)</p> <p>2 EA 4" Bollards: Furnish and install 2 fixed steel pipe bollards surface mounted filled solid with concrete. (Black)</p> <p>LS Wind Screen: Supply and Install blue wind screen along perimeter of storage cage.</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be completed during weekdays and regular hours. 2. It is anticipated to take 2-3 working days to complete our proposed scope of work. 3. Lead time for gates fabrication is 3-4 days 4. Lead time of material is 2 weeks once ordered placed. <p>SPECIFIC EXCLUSIONS:</p> <ol style="list-style-type: none"> 1. Permit and Inspection Fees 2. Panic Bar and Hydraulic Closer

DRYCO's Authorized Representative:

Art Miranda
Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$26,906

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

Gilroy Unified School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost 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, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

DRYCO shall not be liable for any damage or expense due to breakage of electric, gas, water lines or any other object not clearly marked or indicated at job site or on plot maps. This must be the Owner/Manager responsibility to advise contractor of said obstacles.

If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Marissa Van Patten
Gilroy Unified School District

(408) 842-8297
marissa.vanpatten@gilroyunified.org



DRYCO PROPOSAL CONTRACT

Proposal #: 034066A

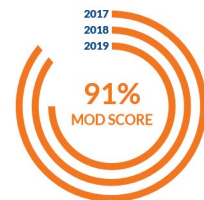
Gilroy Unified School District

Prepared for:
Marissa Van Patten

Date Prepared:
12/15/2020

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



ASPHALT • SEALCOAT • STRIPING • SLURRY SEAL • CONCRETE • FENCE & IRON

PROPOSAL CONTRACT

Date: 12/15/2020
Est. Code: GUSD-Gilroy HS- Replace Gates



Proposal #: 034066A
Customer: Gilroy Unified School District
7810 Arroyo Cir
Gilroy, CA 95020

Job Site: Gilroy High School
750 W. Tenth St.
Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Bus: (408) 842-8297
Mob: (408) 612-2720
Email: marissa.vanpatten@gilroyunified.org
Fax: (408) 848-6424

Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information. Indicated below is our proposed scope of work.</p> <p style="text-align: center;">REMOVE & RECONSTRUCT GATES:</p> <p>LS Gate Removal: Remove and dispose of designated gates and post for vehicular gate.</p> <p>LS Vehicular Gate: Fabricate new vehicular gate to fill in new opening. Gate to match existing materials. (Paint Black)</p> <p>NOTES & CLARIFICATIONS</p> <ol style="list-style-type: none"> 1. Work to be completed during weekdays and regular hours. 2. It is anticipated to take 2-3 working days to complete our proposed scope of work. 3. 2 week lead time for materials 4. DRYCO to salvage all existing hinges for vehicular gate fabrication. <p>SPECIFIC EXCLUSIONS:</p> <ol style="list-style-type: none"> 1. Permit and Inspection Fees <p>ADDITIONAL ITEMS: (Options)</p>

DRYCO's Authorized Representative:


Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$5,795

Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature:

Gilroy Unified School District

Date:

Payment Terms: DUE UPON RECEIPT OF INVOICE

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. DRYCO is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions.

DRYCO TERMS AND CONDITIONS

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Bonds, Permits, Engineering Fees, etc. are not included in this proposal unless otherwise noted. If government or city specification alters the client's instruction, and additional costs are incurred, the extra costs will be passed onto the client.

Interest at the rate of 1 ½% per month will be charged on all unpaid balances over 30 days. In any action brought to enforce payment prevailing party will be entitled to reasonable attorney fees.

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If asphalt or concrete encountered is thicker than total depth bid, cost for further excavation and replacement shall be negotiated on site by DRYCO's representative and the owner or owner's representative. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated on site by DRYCO's representative and the owner or owner's representative.

If seal coating is specified, DRYCO agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface existing asphalt pavement and is not intended to restore badly cracked or broken base pavement, nor to permanently seal cracks subject to base movement. Cracks sealed and filled will open again.

Your attention is directed to Sections 8034, 8200 et seq., California Civil Code which requires us to notify you by way of California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or material furnished, or to be furnished, the improved property (which is described herein) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.

Scheduling of work will be considered acceptance of all terms of this contract, and it becomes legal and binding without being signed.

DRYCO Construction, Inc. will be responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

SPECIAL NOTE: Due to the California soil conditions, DRYCO is not liable for cracks which will occur in your new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This note applies for new asphalt and concrete surfaces, and may occur during the Warranty period.

The Best Warranty/Guarantee in the Business.

Work is guaranteed against failure due to faulty material or workmanship, for a period of three years.

Non-payment as per terms of contract voids all warranties.

Gilroy High Fencing Projects				
	Crusader	ASI	Dryco	Notes
Pool deck storage cages	\$ 47,908.00	\$ 31,140.00	\$26,906.00	
man gates	\$ 6,840.00	\$ 6,700.00	\$ 5,795.00	
of all entry gates and new drive	\$ 6,835.00	\$ 11,200.00	\$ 3,438.00	
fence in front of ticket booth	\$ 4,563.00	\$ 6,000.00	\$ 5,821.00	
lot replacement	\$ 2,320.00	\$ 1,100.00	\$ 2,569.00	
TOTAL COST:	\$ 68,466.00	\$ 56,140.00	\$ 44,529.00	to be completed



**CRUSADER
FENCE CO.**

2i

Crusader Fence Co.

3115 Gold Valley Dr.
Rancho Cordova, CA 95742

Phone: (888) 818-9191

Fax: (916) 631-8989



C-13 License: 1056652

DIR: 1000449929

Small Business: 2015918

ATTN: Marissa Van Patten

Company: Gilroy Unified School District

RE: Glenview Elementary School

11/16/2020

We are pleased to submit our quotation to furnish and install the following: (per site visit)

1. Install 4' high chain link fence along the outer edge of new garden area 37 lf by 32 lf with one gate pad lockable
All posts flanged to concrete curb

Total for the above with no other work at the school \$8,716.00

All material Galvanized finish

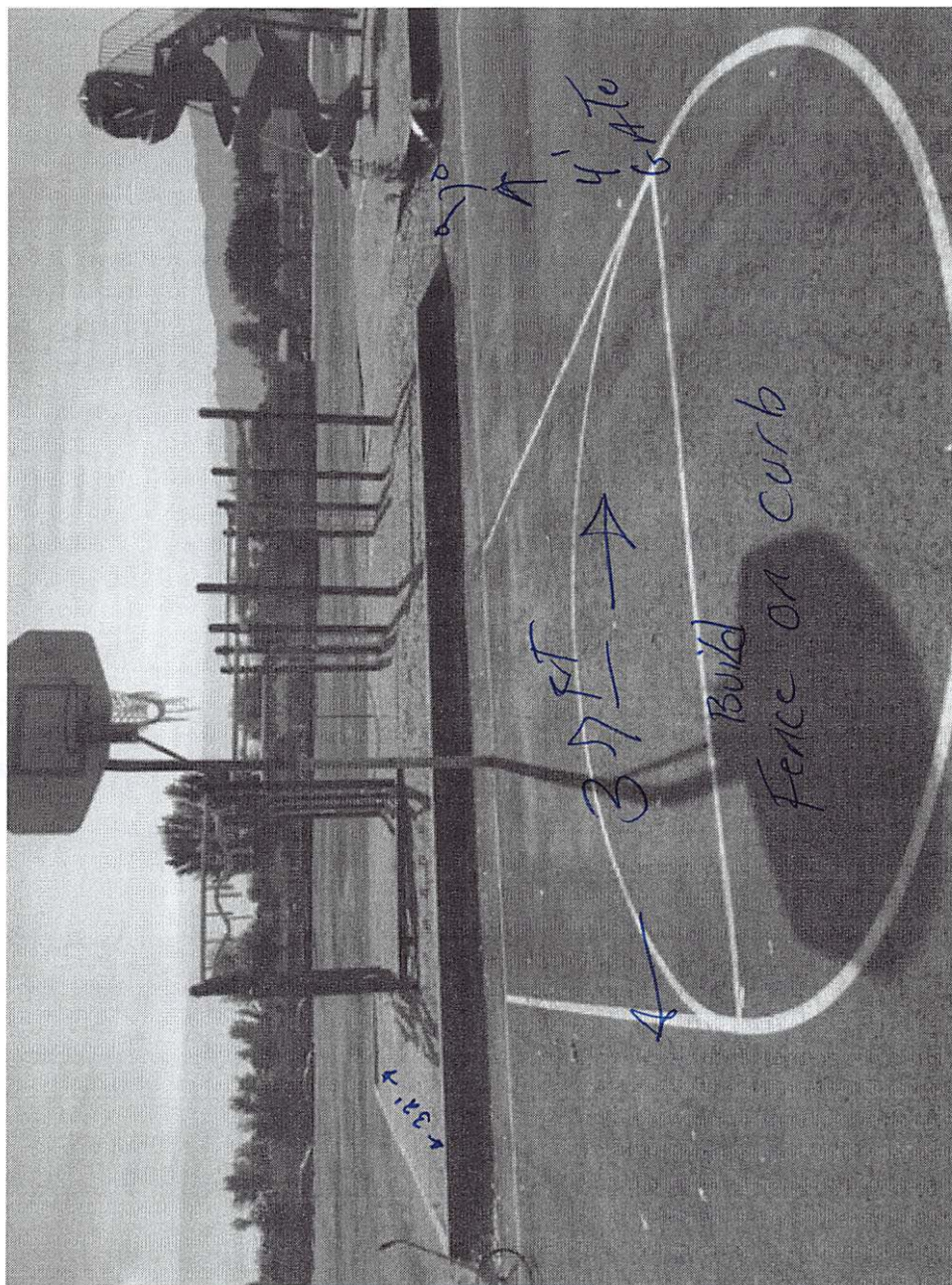
Qualifications:

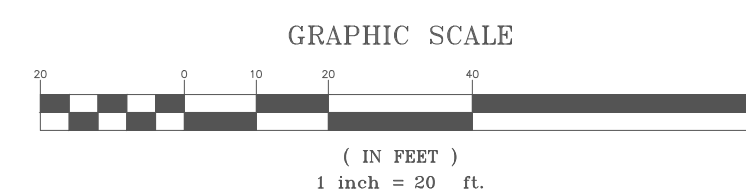
- This bid document and all of its terms and conditions shall be incorporated into any contract or subcontract between Subcontractor and G.C. or Owner in relation to the project on which this bid or proposal is issued. The terms of this bid document shall control and take precedence over any terms in any other writing, contract or subcontract entered between Crusader Fence Co. and G.C. and/or Owner for this project which conflict with or are different than the terms herein. This is a material term and acceptance of this Bid or Proposal expressly includes acceptance of this term.
- Proposal is based on two move-ins, addition move-ins shall be charged at \$2,300 each.
- Site shall include unencumbered access to fence lines for an all-season truck and installation equipment (i.e. Bobcat) for material delivery and work performance. If hand-digging is required as a result of poor access, Crusader Fence requires a F.C.O. by G.C. or Owner and will result in additional cost.
- Crusader Fence is not responsible for damage to landscape or objects within 6' of fence line.
- Staking of fence line shall be laid out by G.C. or Owner prior to Crusader Fence mobilization. Staking shall include all end, corner, and gate locations complete with finished grade elevations. Clearing, grading, grubbing or staking of the fence line is not included in this proposal.
- Locating of non-USA member utilities is not included in bid. Private sub-surface locating services can be added with additional cost. The G.C., Owner, and their representatives shall indemnify and hold Crusader Fence harmless from any and all liabilities resulting from damaged above or underground unmarked objects. If underground objects conflict with fence footings, hand-digging and/or hydro-vac and/or any other means to safely avoid conflict may result and Crusader Fence requires a F.C.O. by G.C. or Owner and will result in additional cost.
- Non-drillable post holes will require a signed F.C.O. by G.C. or Owner and will result in additional costs. All post holes will be drilled with a 9,000 lbs (max. size) drilling machine using a 20 min. drill time (max. time) upon refusal to determine if holes are non-drillable independent of soils report.
- Crusader Fence is not responsible for any disturbance of existing environmental contaminants.
- All posts set in concrete slabs, walls, bridge decks, etc. are to be set prior to setting concrete; or they must be blocked out or sleeved by G.C. or Owner.
- Any construction schedule shall be made in consultation with Crusader Fence and shall provide adequate time to perform all work during normal working hours based on an eight-hour day. Crusader Fence Co. is not responsible for liquidated damages if insufficient time has been allocated by G.C. or Owner.
- This bid proposal factors in a discounted cost which allows for a maximum of a 5% retention. This retention is due and payable 60 days after acceptance of Crusader Fence completed work.
- Bond rate - .65% on first \$500K, .52% next \$2M, .45% next \$2.5M (No bond expense included in bid) Insurance - \$2M G/L, \$1M Worker's Compensation.
- Core drilling, saw cutting, concrete/asphalt patching, and spoils haul off are not included in this proposal.
- Crusader Fence Co. requires a letter of intent within 14 days to honor bid submission.
- No permits or engineering fees included in this proposal

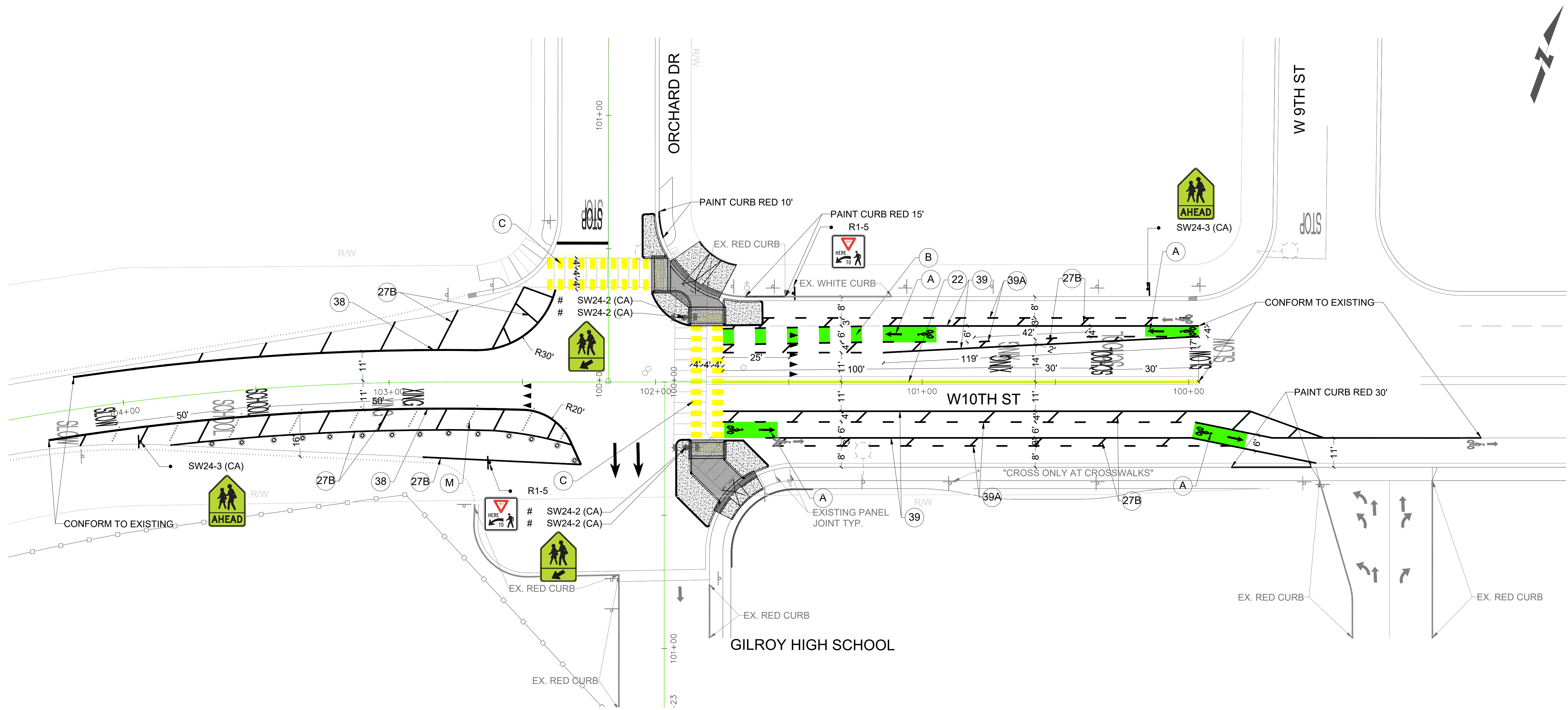
Thank you for the opportunity to quote this project.

Very respectfully,

Nathan Boek

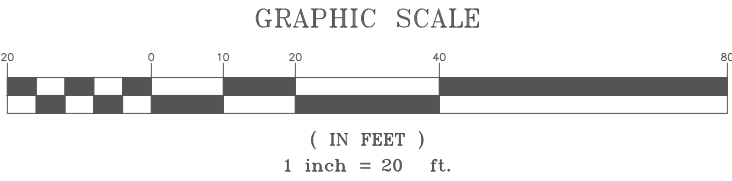






ALL LOCATIONS AND DEPTHS OF UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SIZES, DEPTHS, AND LOCATIONS OF ALL UTILITIES PRIOR TO PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS. ANY CHANGES TO THESE PLANS AND SPECIFICATIONS SHALL BE APPROVED BY THE ENGINEER.

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



CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0415 | FAX (408) 846-0469

ENGINEER IN
RESPONSIBLE CHARGE

Vignesh Swaminathan P.E.
R.C.E. No. 90037
DATE _____



CROSSROAD LAB
10496 BYRNE AVE
CUPERTINO, CA 95014
www.CrossroadLab.com

DRAWN BY:

BH/AS

DATE
NOV 2020

DESIGNED BY:

RP

DATE
NOV 2020

REVIEWED BY:

VS

DATE
NOV 2020

Scale
AS NOTED

PROJECT No.

FY 21 CITYWIDE
PAVEMENT
MAINTENANCE

SIGNING & STRIPING

Drawing No.
PD-01

Sheet No: 09 of 10