



**FACILITIES SUBCOMMITTEE MEETING**  
 Gilroy Unified School District – via Zoom teleconference  
 9 a.m. Friday, May 7, 2021

1.

ITEM	PAGE #
<b>Time certain, 9:30 a.m.:</b> City of Gilroy: Cost share Bid for the 10th Street & Orchard improvements	
A. Approval of minutes: April 2, 2021	1-5

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. MOU with TMP <b>INFORMATION ITEM</b>	Gilroy HS	The Third Millennium Partners	<i>n/a</i>	<i>n/a</i>	6
B. Additional casework order for media center	Brownell MS	KI Furniture Inc.	\$4,212	Measure E	7-10
C. Move Adult Ed to Mt. Madonna HS	South Valley MS	S&M Movers Inc.	\$4,515	Measure E	11-12
D. Move portables to Transportation yard	South Valley MS	Anaya Construction Inc.	\$94,900	Measure E	13-15
E. Contract amendment for pre-qualifications	Facilities	Colbi Tech Inc.	\$10,000	Measure E	16-17
F. Contract amendment with W-Trans traffic study	South Valley MS	W-Trans Inc.	\$16,000	Measure E	18-21
G. Additional items for pool	Gilroy HS	Colorado Timing Systems	\$4,873.22	Measure E	22-23
H. Perimeter fence <b>DISCUSSION ITEM</b>	Rucker ES	TBD	N/A	<i>n/a</i>	24-28
I. CONNEX box requests and policy	All sites	Many	<i>Varies</i>	Site funds	29-30
J. Architectural award	Brownell MS	N/A	N/A	N/A	31

**3. SAFETY & SECURITY / FACILITIES USE (AURELIO RODRIGUEZ)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Revision/update of joint-use agreement with City of Gilroy	Gilroy HS	N/A	N/A	N/A	32-47

**4. MAINTENANCE (DAN MCAULIFFE)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Bleacher service report <b>INFORMATION ITEM</b>	Christopher HS & Gilroy HS	FaciliServ	TBD	RRM	48-68
B. Roof replacement of kindergarten building	Glen View ES	TBD	TREMCO Budget of \$125,000	TBD	69-72
C. HVAC air purifiers <b>INFORMATION ITEM</b>	Gilroy Prep School	N/A	No cost to the District	Navigator Schools	73-76
D. Termite treatment/fumigation	MMHS child-care building	Advanced IPM	\$2,340	RRM	77-81
E. Lunch canopy replacement	Rucker ES	TBD	TBD	RRM	82-81

**5. INFORMATION TECHNOLOGY (MARIBEL GUIZAR)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Quotes/options for interactive displays (mounted vs. mobile carts)	ASMS, SVMS and district high schools	TBD	Estimated: \$2.96M to \$3.75M	Expanded Learning Opportunities Grant	83

**6. ALVARO MEZA'S ITEMS**

ITEM	SITE	PAGE #
A. City of Gilroy: Cost share Bid for the 10th Street & Orchard improvements (time certain)	Gilroy HS	N/A

**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, June 4, 2021

## FACILITIES SUBCOMMITTEE

9 a.m. Friday, April 2, 2021

### PRESENT

Debbie Flores  
 Mark Good  
 Maribel Guizar  
 Dan McAuliffe  
 Alvaro Meza  
 Paul Nadeau  
 Anna O'Connor  
 James Pace  
 Linda Piceno  
 Aurelio Rodriguez  
 Kimberly Smith

**MEETING CALLED TO ORDER:** 9:06 a.m.

### APPROVAL OF MINUTES FROM MARCH 5, 2021:

- Linda made the motion to approve. James seconded.
- All approved.

### TIME CERTAIN: AEDIS ARCHITECTS ON SOUTH VALLEY MS MODERNIZATION

- From Aedis Architects: Joe Vela, Andrew Mikkelsen, Eve Olimpo, Chania Bhatia, Matt Puckett.
- The first increment of the project is about to go to the Division of the State Architect (DSA) in late April or early May.
- The Aedis team has met a few more times with the site groups.
- The project is on the time, according to projected timeline.
- The plan is very similar what has been presented to the group in past meetings.
- The view from the parking lot has change a bit because the library has had some changes to the façade to allow for more book shelves inside.
- The central quad is called the “Tiger Quad” is surrounded by the classroom pods, which are in a village-like design. Canopies have been incorporated over all classroom entrances.
- Linda: What is the outcome with the email from site admin asking for their offices to be in school colors?
  - Joe: We haven’t discussed this yet. We’d like to make it a larger discussion with Paul, Alvaro and others to decide what is best for this area.
- In general, the admin building has the entry way that has been presented before. The area is high-volume space with a lot of natural light.
- The MPR: Aedis has an acoustic engineer is on staff and will weigh in on this room. Linda: I’m particularly concerned about this MPR because it is one of two on the east side and it will be used often.
- The interiors are part of the plan and have to be included in as we move forward. The color palette will be developed further with the project groups.
- Library: The overhang seen in the library is for acoustics to provide some better sound and also allow for higher ceilings and more natural light for the rest of the room.

- Mark: We want to make sure Dan and maintenance team has input on the types of fixtures for future maintenance concerns.
- A book room is incorporated into the plan. It's attached to the library, similar to the one at the new Brownell.
- Gym: Basketball court is sized for high school basketball, which is becoming the size at most middle schools. Bleachers sit 300 for a game and can be extended for 500 during assembly.
- Next steps: This will be presented to the board at the 4/22 meeting. Aedis would like to present this slide deck with the acknowledgement that the colors may change and without the hill (as per Mark's request.)

## **FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)**

### **SOUTH VALLEY MS: INSPECTOR OF RECORD SERVICES**

- \$700K from Measure E.
- Paul and team have researched the work history and references of Fred Powers, who submitted the second IOR quote.
- The team's recommendation is that Fred is not the person for the South Valley MS project. His previous work hasn't had the scale and scope that will be needed for this project.
- Also, the quote was his exact dollar amount, which is \$85 for length of the project. The other quote we have is from Jerome Zalinski, whose rate is \$105/hour. But, the DSA will require a secondary inspector on this project. The secondary inspector is calculated into Jerome's quote of 1,400 hours for an assistant. It is not calculated into Fred's quote. He also doesn't have an assistant ready to go. He'd have to recruit one and maybe lean on the District to recruit as well.
- Paul also suggests considering Fred for future smaller projects in the District so we get to know him and his work.
- Next steps: The proposal for Jerome as the IOR will go to the board for approval.

### **SOUTH VALLEY MS: INDUSTRIAL HYGIENE / AIR QUALITY MANAGEMENT**

- \$18,690 from Measure E.
- EnviroScience.
- This is part of the abatement process.
- This went through the bidding process. EnviroScience was the lowest bidder and is also already familiar with the project.
- Next steps: This will go to the board for approval.

### **SOUTH VALLEY MS: FIRE HYDRANT TEST**

- \$600 from Measure E.
- The fire department will test the pressure of the hydrants on site. The architects will use those measurements to match the pressure for any hydrant they add to the site.
- We will have eight hydrants on site after the project is completed.
- Next steps: This will go to the board for approval.

### **BROWNELL MS: FURNITURE PURCHASE**

- \$37,467 from Measure E.
- KI Furniture.

- This is the last phase for furniture, which will be for offices in the kitchen and gym.
- Next steps: This will go to the board for approval.

#### **BROWNELL MS: CHANGE ORDER FOR FLINT BUILDERS**

- \$1M from project budget.
- We are nearing the end of the project. Last year, \$900K in contingency money was allocated for improvements to the gym and, later, the music room.
- This is not an increase in overall budget. It's putting money from the contingency fund of the budget that's been earmarked for these part of the project – for gym and music room update – to Flint.
- We expect to have \$3M left in the overall budget after project is completed.
- The committee asks that the budget breakdown be included in the board item with the explanation why it's a \$1M change order explained and the buffer is clearly identified/highlighted.
- Next steps: This will go to the board for approval.

#### **EL ROBLE ES, GLEN VIEW ES, ROD KELLEY ES – AIPG PROGRESS REPORT**

- Information only.
- The team has submitted the annual report that's required for the playgrounds going in at three of the elementary schools.
- These projects will not impact the return to in-person schools. The fencing will remain around the playgrounds at least until the inspector fully signs off on them. Paul will consult with the sites to see if the fencing should remain longer because of social distancing restrictions.
- Estimated project completion: Rod Kelley ES – April 17; El Roble ES – end of April; Glen View ES – mid-May.

#### **EL ROBLE ES, GLEN VIEW ES, ROD KELLEY ES – TAN BARK REMOVAL FOR PLAYGROUND PROJECTS**

- \$26,167 from RRM.
- SPEC.
- Unexpected cost for these projects.
- This for the removal of tan bark. Much of it is too disintegrated to use at other sites, as was originally planned. Some will go the dump, some will go to the Maintenance yard for base fill near storage containers.
- The recommendation is to remove this ASAP over spring break before students return.
- Mark: Is SPEC the best company to do this?
  - Paul: Yes, SPEC is the generalized contractor on these projects.
- Next steps: This will go to a ratification to the Board so that the work can be done next week.

#### **SOUTH VALLEY MS: TRAFFIC STUDY**

- This report is from W-Trans in draft form, for the committee's review. No action needed.
- One thing to note: The study is recommending a new crosswalk at Murray, near Polk Court. This is based on W-Trans estimate of about 20 students who walk across Murray, directly in front of the school. The recommended crosswalk includes the flashing LEDs.
  - This may be something to consult with the City of Gilroy to figure who is responsible for it.
  - Linda asks that the district get legal's opinion about potential use of bond funds for this type of project.
- Left-hand turn lane proposed coming north on Murray Avenue to go into the parking lot.

- Next steps: Paul will share the report draft with the city and include potential traffic projects near Brownell MS and Gilroy HS.

## **INFORMATION TECHNOLOGY (MARIBEL GUIZAR)**

### **DISTRICT-WIDE – NETWORK HEALTH CHECK**

- \$20K from ESSER funds.
- Colligo Technologies.
- The \$20K would be a “not to exceed” amount.
- Colligo has been recommended on work it has done for ESUHSD and other districts.
- We do not have problems with the network. This is regular maintenance. The I.T. department doesn’t have the bandwidth to do this support because it is busy with preparations for reopening.
- This will be funded out of ESSER funds. The funds have to be spent by next year (second round) and by 2023 (third round).
- This is being requested as a ratification so work can start as soon as possible.
- Next steps: This ratification will go to the board for approval.

## **MAINTENANCE (DAN MCAULIFFE)**

### **DISTRICT-WIDE – ARBORIST REPORT**

- \$5,6000
- Mighty Tree Movers, Inc.
- This is a district-wide report of the health of the trees on district properties.
- This vendor provided the best quote.
- Mighty Tree Movers, Inc. created the last arborists report four years ago so it is familiar with the project and has that template.
- Next steps: This will go to the board for approval.

### **TRANSPORTATION – TRIP HAZARDS**

- \$21,380 from RRM.
- EF&S.
- The trip hazards in the concrete may be caused by tree roots in the neighboring property. But Dan wants to consult with Paul to talk about additional issues in that area we may want to address at the same time.
- Next steps: Dan will come back with more details about what will be needed in this area to the FSC meeting in May.

### **CHRISTOPHER HS & GILROY HS: STADIUM TRACK SERVICE**

- CHS: \$6,500; GHS: \$14,500 from RRM.
- BEYNON.
- This routine, preventative maintenance that’s required by the warranty.
- Dan would have brought this to the committee last year but because the tracks not used during the shutdown, the service was not need last year. The track in exceptional shape.
- Next steps: This will go to the board for approval.

### **CHRISTOPHER HS – UNDERGROUND POOL DECK REPAIRS**

- \$8,847.69 from RRM.
- Plumbing America.
- This was an underground plumbing repair that required near the pool and tennis courts. Concrete has to be removed and crew excavated the ground to make the repair.
- Mark: Can the city share the cost of this?
  - Dan: I can explore this but likely not because it not on their side of the pool. It was more on the district side of the pool area and the tennis courts.
- Next steps: This will go to the board for approval as a ratification.

### **EL ROBLE ES, SOLORSANO MS AND GILROY HS XY BUILDING – PELICAN EMS HVAC CONTROL UPGRADES**

- El Roble: \$147,166; Solorsano MS: \$216,965; Gilroy HS XY building: \$32,980 from ESSER funds.
- Val's Plumbing.
- ESSER funds can pay for these upgrades.
- These would upgrade the HVAC controls the Pelican EMS at these sites.
- This allows Dan and system admins to control and monitor the systems from anywhere.
- Dan will get additional quotes for other bids for the other district sites that do not have the Pelican system: Eliot ES, Rucker ES, Glen View ES, Las Animas ES and GECA.
- El Roble ES is essential to get done. The EMS infrastructure went down about five years ago and the site is controlled by stand-alone thermostats, which means maintenance can't control or monitor the site as a whole.
- The upgraded system, with Pearl Economizers, have CO2 sensor capabilities.
- This work would be done in the summer.
- Next steps: This will go to the board as a package with additional quotes.

**MEETING ADJOURNED:** 10:49 a.m.

**NEXT MEETING:** May 7, 2021.



The Third Millennium Partners reached out to me on April 21st to discuss the land directly adjacent to the Gilroy High School tennis courts. This is the south eastern corner of the property and is adjacent to the water district land (levee) to the south and the Royal Way property (owned by Third Millennium Partners). They are considering building high density housing units in this space and wanted to approach the district about the strip of land to the east of the tennis courts (boxed in red). According to TMP, this land is owned by the district and is outside our fence line. They are working on several scenarios in their development of this property to incorporate this tree lined section of land and would like to do this in concert with the district. I asked them to develop at least 3 scenarios that would work for them to present to the FSC to review. I will present the options developed by TMP at a future FSC meeting.



**GUSD**

EXCELLENCE: IT TAKES EVERYONE!

FACILITIES

**Paul Nadeau**  
 Director of Facilities  
 (408) 726-1686  
 paul.nadeau@gilroyunified.org

**Marissa VanPatten**  
 Project Manager  
 (408) 612-2720  
 marissa.vanpatten@gilroyunified.org

PROJECT

Royal Way Housing Development project

Third Millennium Partners

SITE

GILROY HIGH SCHOOL

STATUS

This project is in development by TMP and is considering options for the land adjacent to the property and the high school (in red).

DATE

April 21, 2021

SHEET#



QUOTATION: 21TRS-531183/C

Gilroy Unified School District: Brownell Middle School: Library  
Mobile Bookshelves

CREATED 4/28/2021 | Valid Through 7/27/2021



### Gilroy Unified School District: Brownell Middle School: Library Mobile Bookshelves

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 21TRS-531183/C

*CREATED 4/28/2021* | **Valid Through 7/27/2021**

PRODUCT TOTALS	\$4,212.00
See Quote Detail Summary	\$0.00
<b>GRAND TOTAL</b>	<b>\$4,212.00</b>

**Sales Team:**

Bridget Eyraud  
Field Sales Specialist  
Bridget.eyraud@ki.com  
831-521-9959

Taylor Schmidt  
Inside Sales Specialist  
taylor.schmidt@ki.com  
877-240-5376

**Requested Delivery Date:** To be Determined

**Sold To**  
Gilroy Unified School District  
7810 Arroyo Circle  
Gilroy, CA 95020  
P. (408) 847-2700  
Customer # 18377

**End User**  
Gilroy Unified School District  
7810 Arroyo Circle  
Gilroy, CA 95020  
P. (408) 847-2700  
End User # 18377

**Ship To**  
To be Determined

**Installation**  
DROP SHIPPED/No Installation



**Client Notes:**

Quote reflects delivered pricing.  
Installation is not included.  
Changes in quantity, finish options, etc. may affect pricing.  
When submitting purchasing contracts please reference quote#21TRS-531183  
Please send PO directly to taylor.schmidt@ki.com



**CREATED** 4/28/2021  
**VALID THROUGH** 7/27/2021  
**Prepared By** Taylor Schmidt  
**Quote Filename** Gilroy Unified School District: Brownell Middle School: Library Mobile Bookshelves - 21TRS-531183/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
1.1	RKB362442	Ruckus,Double Faced,Bookcase w/Shelves,36"Wx24"Dx42"H	8		\$526.50	\$4,212.00	
		Storage Base		4 black casters	/4CW		
		Surface Finish		KI Laminates	Standard		
		KI Laminates		MONTICELLO MAPLE 7925-38	/LMT		
		Edge Color		Monticello Maple edge	/EMT		
		Paint Color		Champagne Metallic	/CM		
<b>WorkGroup Product Subtotal</b>						<b>\$4,212.00</b>	

**Quote Summary**

**Product SubTotal: \$4,212.00**  
**Estimated Sales Tax: See Notes**  
**Quote Total: \$4,212.00**

**NOTES:**

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Taylor Schmidt  
Market Code: 2=2=K-12

Opportunity #: 433681

Quote Filename: Gilroy Unified School District: Brownell  
Middle School: Library Mobile Bookshelves - 21TRS-  
531183

#### Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

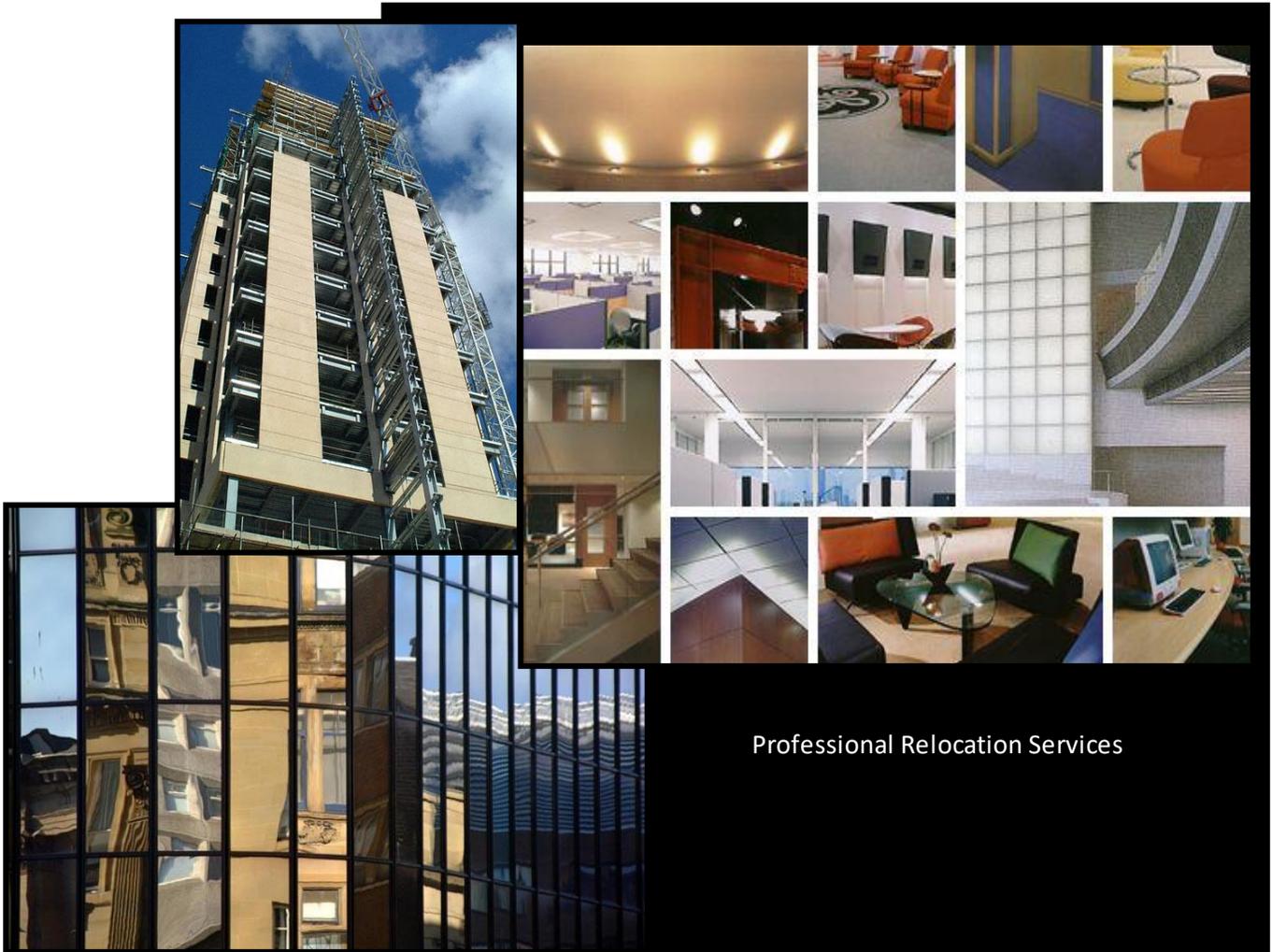
1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**

# GUSD Adult Ed Relocating / Decommissioning

04/28/2021



Professional Relocation Services

Presented to:  
Marissa Vanpatten

*Prepared by Luis Salazar*  
S&M Moving Systems North  
48551 Warm Springs Blvd  
Fremont, CA 94539

**PROJECT DETAILS**

Scope of work consists of gathering, loading (approx. 20-25 vertical files, 40 task/stacking chairs, 8 small tables, 4 L shape desk, 2 credenzas, 6-8 bookcases, 1 safe, 150 boxes, 20 5'w tables, 4 8'w white boards, 1 projector screen, 4 - 6 electronics / desk top systems), relocating, unloading, reinstalling W.B.'s & staging all items from three portable class rooms into a school portable near Mt. Madonna H.S. campus. Along with clearing out all remaining items (furniture / debris) at GUSD Adult ED class rooms and placing them into a provided debris bin or into the school wing storage room as per customer's directions. Project is prevailing wage & all work is to be performed mid-end of May within 1 day during regular business hours. Any changes & or delays by other trades will be accepted as a change order & may incur additional charges.

**GUSD ADULT ED PREVAILING WAGE PROJECT MID – END OF MAY (DATE / TIME TBD);  
GATHERING, LOADING, RELOCATING, REINSTALLING W.B.'S AND STAGING SELECTED ITEMS  
INTO PORTABLE NEAR MT. MADONNA H.S.. ALONG WITH CLEARING OUT ALL REMAINING  
ITEMS FROM GUSD ADULT ED CLASS ROOMS.**

DESTINATION SERVICE	AMT	HRS	PREVAILING RATE	TOTAL
TRUCK	1	8	\$35.00	\$280.00
DRIVER	1	8	\$65.00	\$520.00
FUEL SURCHARGE	1.5		\$50.00	\$75.00
SUPERVISOR REG HR	1	8	\$65.00	\$520.00
INSTALLER REG HR	2	8	\$85.00	\$1,360.00
MOVERS REG HR	4	8	\$55.00	<u>\$1,760.00</u>
			<b>SUB-TOTAL</b>	<b>\$4,515.00</b>

*NOTE: Valuation coverage is \$0.60 per pound of article. Additional valuation is available upon request. Drive time from portal to portal is included in the above estimate. Payment Net 30 – Final invoice will be based on actual time and materials required/requested.*

**Quote LS02-403-B SUMMARY:**

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RELOCATING ITEMS WITHIN GUSD ADULT ED AND MT. MADONNA H.S.	<u>\$4,515.00</u>
<b>TOTAL COST</b>	<b>\$4,515.00</b>

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO YOU.



Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

96 x 40 Douppnik portable at Gilroy Adult Education ES

jesse anaya <anayaconstruction@sbcglobal.net> Thu, Apr 22, 2021 at 7:
To: Marissa Van Patten <marissa.vanpatten@gilroyunified.org>, jesse anaya <anayaconstruction@sbcglobal.net>, Sofia Widgren <sofia@westerntax.com>, Betsy Widgren <betsy@westerntax.com>

Anaya Construction
5153 Covert Road
Salida, Ca. 95368
License # 746627
DIR # 1000007522
Cell # 209-605-4395

Proposal

April 22, 2021

Gilroy USD
7810 Arroyo Circle
Gilroy, Ca. 95020
Office # 669-205-7923
Cell # 408-612-2720

Attn: Marissa

Re: 96 x 40 Douppnik portable at Gilroy Adult Education ES

Anaya Construction will provide all material, labor and equipment to do scope of work listed below.

- 1. Saw-cut concrete around perimeter of 96 x 40 portable ( 272 l.ft.)
2. Demo concrete and remove. Excavate dirt/gravel down approx. 10" so jacks can be used to raise portable sections up.
3. Dismantle (1) 96 x 40 portable at Gilroy Adult Education ES
4. Remove casework that crosses mod lines, and disconnect underfloor plumbing
5. Install shipping walls to make wood frame portable sturdy enough to transport
6. Visqueen portable to make road worthy.
7. Crane portable off (E) stem wall foundation to make it accessible for transporting
8. Transport portable sections to Transportation Yard
9. Set up portable on asphalt with pressure treated lumber, purchase and install tie down plates & install foundation pipes
10. Seal roofs with (E) roof caps
11. Install new wood trim at exterior mod lines to make weather tight
12. Install new gutter splices at rear
13. At interior connect electrical crossovers, HVAC connections, install wall battens, and install mod line ceiling tiles
14. Prep floors at mod lines and glue back (E) carpet.
15. When complete site to be left clean from any metal, wood etc. (concrete, dirt and gravel will stay on site)

Total: -----\$ 80,950.00

Note: Cost based on weekday prevailing wage rates
Marissa, we will do our best on the flooring, but a 4' runner might have to be installed at mod lines due to when we dismantle portable, carpet gets pulled back to get to bolts and it stretches a lot.

All disconnect of utilities to be done by others

Call or email me with any questions

Thank you,

Jesse



Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

**24 x 40 Trailer at Transportation yard**

jesse anaya <anayaconstruction@sbcglobal.net>

Thu, Apr 22, 2021 at 6:19 PM

To: Marissa Van Patten <marissa.vanpatten@gilroyunified.org>, jesse anaya <anayaconstruction@sbcglobal.net>, Sofia Widgren <sofia@westerntax.com>, Betsy Widgren <betsy@westerntax.com>

Anaya Construction  
5153 Covert Road  
Salida, Ca. 95368  
License # 746627  
DIR # 1000007522  
Cell # 209-605-4395

Proposal

April

22, 2021  
Gilroy USD  
7810 Arroyo Circle  
Gilroy, Ca. 95020  
Office # 669-205-7923  
Cell # 408-612-2720

Attn: Marissa

Re: 24 x 40 trailer at transportation yard

Anaya Construction will provide all material, labor and equipment to do scope of work listed below.

- 1. Dismantle (1) 24 x 40 trailer at transportation yard
- 2. Brace trailer with (4) shipping walls to make roadworthy
- 3. Purchase (4) axles (8) tires (2) tow bars, and install
- 4. Tow bars will probably need to be welded to fit properly
- 5. Visqueen trailer to make ready for transporting
- 6. Transport trailer to Zanker landfill for disposal
- 7. When complete site to be left clean from all debris

Total: -----\$  
13,950.00

Note: Cost based on weekday prevailing wage rates. Marissa, I went worst case scenario.  
If axles, and tow bars are there, than deduct \$ 2,500.00 off of cost.  
All disconnect of utilities to be done by others

Call or email me with any questions

Thank you,

Jesse



**AMENDMENT NO. 2  
TO AGREEMENT FOR PROFESSIONALSERVICES  
WITH Colbi Technologies Inc.**

In connection with the Agreement for Professional Services dated as of 10/16/2020 (the "Original Agreement") between the GILROY UNIFIED SCHOOL DISTRICT (the "District") and Colbi Technologies Inc. ("Consultant"), which consists of the Original Agreement, the Proposal relating to the Original Agreement, and several Exhibits, Consultant and the District hereby amend the Original Agreement pursuant to this Amendment No. 2 (the "Amendment," and together with the Original Agreement, the "Agreement"), by and between the District and Consultant, as follows:

1. **Compensation.** The amount specified as compensation in the Original Agreement is hereby deleted and replaced with the following amount: \$38,000. Payment of the fee shall remain subject to the process for Compensation specified in the Original Agreement and the rates or schedule of fees specified in **Exhibit B** thereto.
2. **Services.** The services, as needed and requested by the District, described in **Exhibit A** of the Original Agreement are hereby amended. The revised **Exhibit A** is incorporated herein by this reference.

**The Services described herein constitute additional services within the meaning of the Original Agreement.**

3. **Termination.** If the Original Agreement was entered into prior to June 1, 2020, the Termination provision, if any, is hereby *deleted and replaced in its entirety* with the following Termination and Suspension provision. If the Original Agreement did not include a Termination provision, the following provision is hereby *inserted* as an independent clause.

**Termination and Suspension.**

- a. **For Cause.** If Consultant fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Consultant fails to cure such breach(es) within 14 days of such notice (or to make arrangements for cure that are satisfactory to the District, if the breach is such that more than 14 days are required to cure), then the District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District's written notice to Consultant of its election to terminate.
- b. **For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon 30 days prior written notice to Consultant, in which case the District will pay Consultant as provided in the Compensation provision of the Original Agreement for all Services actually performed, and all authorized expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination. Such payment shall be Consultant's sole and exclusive compensation and the District shall have no liability to Consultant for any other compensation or damages, including, without limitation, anticipated profits, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

4. **[Additional Term[s]].** The following new provision is hereby added to the Original Agreement:  
X None.                     See attached.

\_\_\_\_\_.]

5. **Effective Date of Amendment.** This Amendment No. shall be dated and in full force and effect on the date signed by the District, as indicated below.

6. **No Other Changes; Entire Agreement.** All provisions of the Original Agreement not specifically changed herein remain in full force and effect. This Amendment, together with the Original Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated. Further provided that, if any term or provision of this Amendment shall be in conflict with any term or condition of the Original Agreement or any Exhibits thereto, the provisions of this Amendment shall control.

7. **Execution.** The person(s) executing this Amendment on behalf of Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Consultant.

**Colbi Technologies Inc.**

**Gilroy Unified School District**

DocuSigned by:  
  
75C6CA12FC8843D  
\_\_\_\_\_  
[Name, Title of Authorized Representative]  
Lettie Boggs CEO

\_\_\_\_\_  
[Deputy] Superintendent

COPIES:  FILE (Orig),             CONSULTANT,             PROJECT MANAGER,             ACCOUNTS PAYABLE

April 15, 2021

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

## **Proposal to Prepare a Design for Murray Avenue Crosswalk and Striping Improvements**

Dear Mr. Nadeau;

W-Trans is pleased to present this proposal for traffic engineering services preparing the design of new Rectangular Rapid Flashing Beacon (RRFB) assembly and associated equipment at Murray Avenue/Polk Court and striping along the school frontage along Murray Avenue, in Gilroy. W-Trans has substantial experience preparing designs for such installations.

Following are the assumptions relied upon in preparing our scope of services and resulting fee.

- The curb ramp and corner bulbout designs for the RRFB will be completed by Carroll Engineering; it is assumed that the plans from this work will be available for development of base plans for this design.
- The base plans will include striping, R/W lines and underground utility information as available from designs done for the school site, though further investigation will be performed to ensure that all potential services have been identified.
- Plans will be prepared for all the equipment necessary to install a wireless, solar-powered RRFB system.
- Plan sheets will be prepared to match the formatting required by the school.
- An existing streetlight in the northeast corner of the intersection will be evaluated for crosswalk lighting, and most likely will be shown on the RRFB plan with a notation to upgrade the light fixture.
- Construction inspection and administration will be provided by others.

### **Scope of Services**

1. Base plans will be prepared using commercially available aerial photographs and the W-Trans standard sheet border or other border provided by Carroll Engineering.
2. A field review of the area will be performed, including obtaining any measurements needed. The height of overhead wires will be measured if appropriate to identify conflicts. Locations of the nearest light poles will be identified, and adequacy of lighting levels will be evaluated to determine if additional lighting is needed. Photographs will be taken to support efficient design activities.
3. Base plans will be prepared using available survey data and aerial photography supplemented by field notes and measurements.
4. Conceptual (65%) plans will be prepared for the various aspects of the design, as indicated below. The submission will be via electronic media only, formatted for printing on paper 11 x 17 inches or a full-sized 22 x 34 inches plan sheet.
  - a. The proposed location of the RRFB assembly will be shown on the RRFB plan sheet. and any associated signing and striping. Signing and striping work along Murray Avenue (approximately 960 feet) will be shown on a signing and striping plan sheet. Striping layout will be based on the concept sketch provided by Carroll Engineering. Signing to be shown pertains to new signs required for the RRFB only. The level

of detail will be sufficient for decision-making and cost estimating, but details that are unnecessary will not be included so that such work would not be wasted if the design subsequently changes.

5. A virtual meeting with school and/or city staff to go over any comments and develop the final design will be attended using a platform that allows screen-sharing.
6. Based on direction received from school staff, Semi-final (90% submittal) PS&E will be prepared as follows.
  - a. The RRFB plan will be expanded to include notes and special provisions. City comments will be discussed and incorporated.
  - b. A construction cost estimate will be provided based on the quantities identified in the 90% plan set for the RRFB design. The estimate will be formatted as lump sum price for RRFB and striping and signing.
  - c. Specifications will be included in the plan sheets. Any necessary standard plans to construct the project will be listed on the plan sheets.
  - d. The plans and cost estimate will be submitted electronically. Plan sheets to be submitted include an RRFB plan sheet, RRFB notes sheet, and striping and signing sheet.
7. Final (100% submittal) plans will be prepared, including all information previously identified and modified to incorporate changes based on comments from school or City staff on the previous plans.
  - a. The specifications will be updated to address staff comments and finalized.
  - b. The cost estimate will be updated to address staff comments and finalized.
  - c. The plans will be submitted electronically as a screen check for final review
  - d. Any remaining comments will be addressed, and the files submitted electronically in both AutoCAD and Adobe Acrobat formats. Two sets of final plans on bond paper will be provided both in full-size (24"x36") and half-size plots; all plans will contain the seal and signature of the Project Engineer on each sheet. The cost estimate will be provided electronically in Excel and the specifications in WORD. Copies of working documents, including photos, the lighting analysis, and correspondence (excluding emails to City staff) will be provided in Adobe Acrobat format.
8. The Project Engineer will be available to respond to questions during the bidding phase of the project, and review Materials and submittals, and respond to questions during construction.

**Exclusions:** The scope of services does not include items that are not specifically identified above. Any additional services needed, such as coordination with PG&E, obtaining utility records, preparing a City encroachment permit application, or preparing additional plan sheets, would be provided on a time and materials basis after receiving written authorization.

## **Schedule and Budget**

Preliminary plans will be submitted approximately three weeks from receipt of base information noted above. Subsequent plans will be submitted within two to three weeks of receipt of comments. Should a more accelerated schedule be desired, we would work with City staff to expedite the work to the extent feasible.

Our services will be conducted on an hourly not-to-exceed basis. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$16,000. The fee estimate sheet with hourly rates sheet is attached. The design fee would increase the total contract amount from \$11,130 to \$27,130.

Please provide your standard contract amendment for my signature if you wish to initiate this work. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Our Project Manager would be Steve Fitzsimons, who works out of our Oakland office located at 7901 Oakport Street, Ste. 1500, Oakland, CA 94621. Steve can be reached via email at [sfitzsimons@w-trans.com](mailto:sfitzsimons@w-trans.com) or by phone at (650) 314-8313.

Sincerely,

A handwritten signature in blue ink that reads "Steven M Fitzsimons".

Steven M Fitzsimons, PE, TE  
Principal

SMF/smf/GIL006-1.P2

Enclosures: Fee Estimate

Middle School RRFB and Striping Design  
W-Trans Fee Estimate

Task	HOURS BY STAFF MEMBER						Total Hours
	Dalene Whitlock	Steve Fitzsimons	Traffic Engineer	Associate 3	Assistant 2	Misc	
1. Project Initiation	1	2	1	0	0	\$0	4
2-3. Site review and Base Plan	0	9	0	1	9	\$70	19
4. Conceptual Plan	1	5	1	1	14	\$0	22
5-6. Semi-final Plan	1	6	1	2	15	\$0	25
7. Final Plans	0	3	0	0	11	\$0	14
8. Bid and Construction Ssupport	0	5	0	0	5	\$0	10
Project Management	1	2	1	0	0	\$0	4
	4	32	4	4	54	\$70	98

Task	FEE AT HOURLY RATES INDICATED						TOTAL
	\$320	\$225	\$160	\$150	\$115	LS	
1. Project Initiation	\$320	\$450	\$160	\$0	\$0	\$0	\$930
2-3. Site review and Base Plan	\$0	\$2,025	\$0	\$150	\$1,035	\$70	\$3,280
4. Conceptual Plan	\$320	\$1,125	\$160	\$150	\$1,610	\$0	\$3,365
5-6. Semi-final Plan	\$320	\$1,350	\$160	\$300	\$1,725	\$0	\$3,855
7. Final Plans	\$0	\$675	\$0	\$0	\$1,265	\$0	\$1,940
8. Bid and Construction Ssupport	\$0	\$1,125	\$0	\$0	\$575	\$0	\$1,700
Project Management	\$320	\$450	\$160	\$0	\$0	\$0	\$930
	\$1,280	\$7,200	\$640	\$600	\$6,210	\$70	\$16,000

These rates are valid for work performed prior to December 31, 2021. Work performed after January 1, 2022, and any subsequent year may be billed at the revised rates established for that year. \* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.56/mile effective January 1, 2021) plus 10 percent.



April 19, 2021

Marissa Van Patten  
Gilroy High School  
Customer# 21942

Dear Marissa,

The following is the price quotation you requested. Colorado Time Systems has been the leader in sports timing for over 40 years, and we are pleased that you have considered CTS to be a part of your team.

Colorado Time Systems also offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at (970) 667-1000 ext. 3539 or e-mail [AndrewP@coloradotime.com](mailto:AndrewP@coloradotime.com). For general sales assistance, please call (800)279-0111, option 2. Look for us online at <http://www.coloradotime.com>.

**RELAY JUDGING PLATFORM CADDY**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	CAD-RJPL-2	CADDY – 24in Width Relay Judging Platforms (holds 10)	<b>\$1,800</b>

**TIMING ACCESSORIES**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
14	PB-6	Additional Push-Buttons for lane timing	<b>\$945</b>

**WALL PLATE**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	CMP-WP100	Custom 100' interface cable from Wall plate to Champion	<b>\$213</b>

**TOUCHPADS**

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>
1	TP-90G	Aquagrip gutterhung touchpads (90" x 22") <b>US PATENT 5,702,799</b>	<b>\$1,100</b>

**EQUIPMENT PRICE \$4,058**

+ 9% Estimated Tax \$365.22

+ Shipping \$450

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**TERMS:** Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.

**WARRANTY:** 2 Year limited Warranty (1 year on Dolphin Systems)

**DELIVERY:** 4 to 6 weeks after receipt of order; 14 to 18 weeks on CDS displays. Shipping estimated charge does not include additional charges or fees such as lift gate or inside delivery. Any additional fees will be billed to end user/facility

**TAXES:** If Purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.

**NOTE:** Price quotations valid for 30 days. Canadian customers are responsible for duty on imported product. All quotations from Colorado Time Systems are in U.S. Dollars.

---

Best Regards,

*Andrew Priest*

Andrew Priest  
West Coast Sales Representative

AP/AB

Art Miranda  
Estimator  
510-438-6500  
artm@dryco.com

Dan McAuliffe  
Gilroy Unified School District  
(408) 842-8297  
dan.mcauliffe@gilroyunified.org



# DRYCO PROPOSAL CONTRACT

Proposal #: 034078  
Gilroy Unified School District

Prepared for:  
Dan McAuliffe

Date Prepared:  
12/14/2020

**DRYCO 3R** RELIABLE  
RESPONSIBLE  
RESULTS-DRIVEN

DRYCO INCIDENT RATE



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

# PROPOSAL CONTRACT

Date: 12/14/2020  
 Est. Code: GUSD-Rucker-Fencing-IO



Proposal #: 034078  
 Customer: **Gilroy Unified School District**  
 7810 Arroyo Cir  
 Gilroy, CA 95020  
 Attn: **Dan McAuliffe**  
 Bus: (408) 842-8297  
 Mob: (408) 710-8480  
 Email: dan.mcauliffe@gilroyunified.org  
 Fax: (408) 848-6424

Job Site: **Rucker Elementary**  
 325 Santa Clara Ave.  
 Gilroy, CA 95020  
 Job Contact: **Dan McAuliffe**  
 Bus: (408) 842-8297  
 Mob: (925) 408-3144  
 Email: tpebler@bsmconst.com  
 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;"><b>SECURITY FENCE:</b></p> <p>LS <b>Dismantle &amp; Remove Fence/Gates:</b> Dismantle and remove of designated fence and gates along with other minor obstructions as required to construct new fencing. Off-haul and dispose of all debris generated from this work. Includes transportation and disposal fees.</p> <p><u>Ameristar Fence &amp; Gates</u></p> <p>169 EA <b>Fence Posts:</b> Utilize existing posts and retrofit with new posts. Furnish and install 8 FT fence posts and pedestrian gate posts.</p> <p>1,150 LF <b>8FT Panel Fencing:</b> Supply and install prefabricated 8FT Fence. (Match Existing)</p> <p>5 EA <b>8FT Single Swing Gate:</b> Fabricate and install gate matching fence. Includes panic hardware and automatic closure.</p> <p>2 EA <b>8FT Double Swing Gate:</b> Fabricate and install gate matching fence. Includes panic hardware and automatic closure on both gates.</p> <p>16 EA <b>Vehicular Gate Posts:</b> Utilize existing posts and retrofit with new posts. Furnish and install 8 FT gate posts for proposed vehicular gates.</p> <p>8 EA <b>8FT Double Swing Vehicular Gate:</b> Fabricate and install gate matching fence. Includes locking hardware to match existing.</p> <p><u>Chain Link Fence</u></p> <p>13 EA <b>Fence Posts:</b> Utilize existing posts and retrofit with new posts. Furnish and install 8 FT fence posts for proposed chain link fence.</p> <p>100 LF <b>Fencing:</b> Supply and install top and bottom rail. Supply and install chain link fencing. (2" Diamonds, Galvanized)</p> <p><b>NOTES &amp; CLARIFICATIONS &amp; SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekdays and regular hours.</li> <li>2. It is anticipated to take 20-25 working days to complete our proposed scope of work.</li> <li>3. 4-5 Weeks Material Lead Time. 4 Week Lead time for Gate Fabrication</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permit and Inspection Fees</li> <li>2. Gates</li> </ol>

DRYCO's Authorized Representative:

  
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of See last page

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.

**PROPOSAL CONTRACT**

Date: 12/14/2020  
 Est. Code: GUSD-Rucker-Fencing-IO



**DRYCO**  
 Construction, Inc.

Proposal #: 034078  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020  
 Attn: Dan McAuliffe  
 Bus: (408) 842-8297  
 Mob: (408) 710-8480  
 Email: dan.mcauliffe@gilroyunified.org  
 Fax: (408) 848-6424

Job Site: Rucker Elementary  
 325 Santa Clara Ave.  
 Gilroy, CA 95020  
 Job Contact: Dan McAuliffe  
 Bus: (408) 842-8297  
 Mob: (925) 408-3144  
 Email: tpebler@bsmconst.com  
 Fax: (408) 848-6424

Quantity	Description
	<p><b>ADDITIONAL ITEMS:</b></p>

DRYCO's Authorized Representative:

*Art Miranda*  
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$299,743

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.

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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.

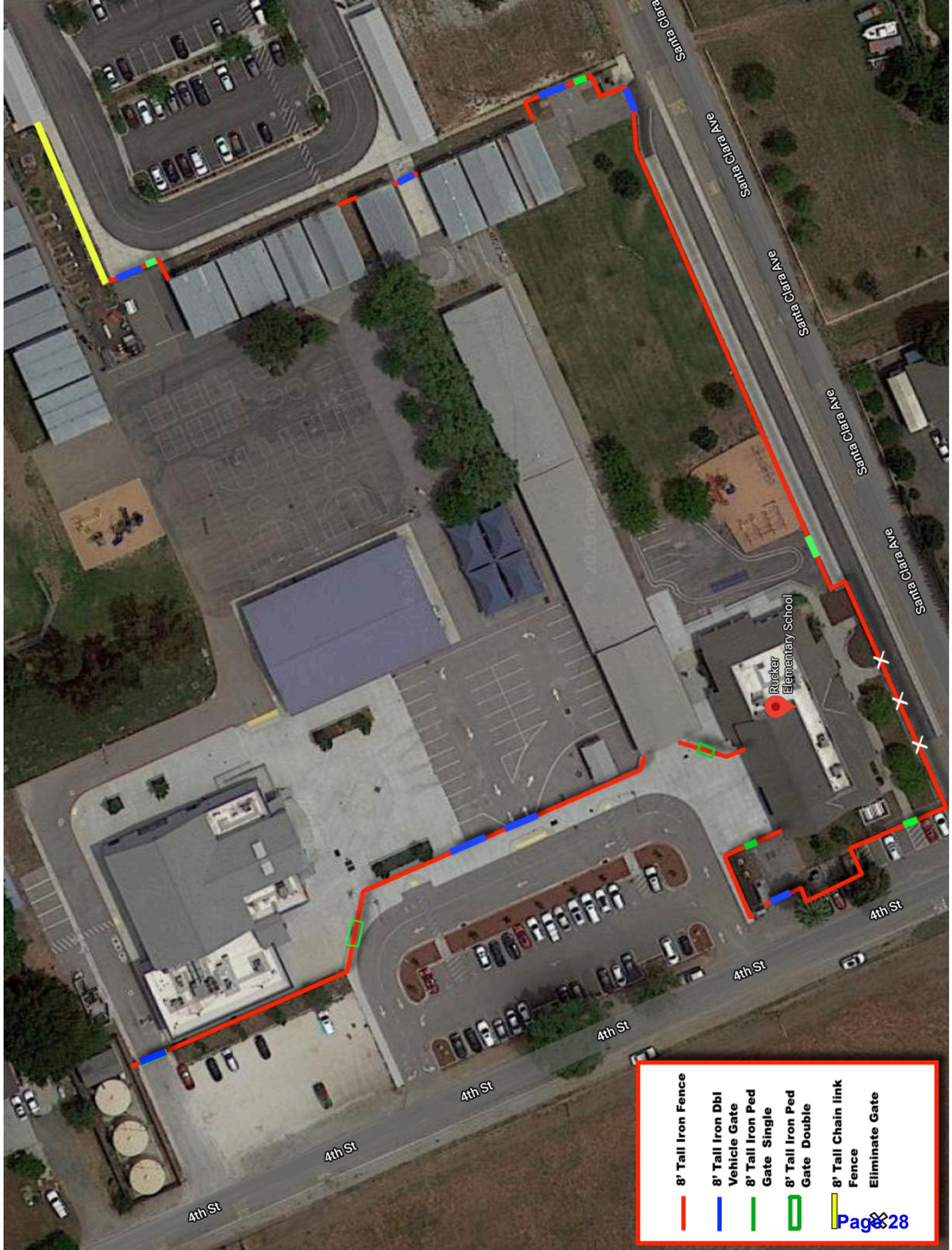
Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000,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



Rucker Elementary School

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

# Proposed Storage Container Policy

To: Facilities SubCommittee  
From: Paul Nadeau

Date: 5/7/21

## Overview

The purpose of this policy is to provide structure around the storage requests for school sites as well as provide some control over the existing storage at school sites.

## Scope

This policy will affect all existing site-based Conex (Storage Containers) at GUSD school sites as well as any future storage requests from the school sites.

## Parameters

- All Storage containers will be numbered for identification. Maintenance / Facilities will maintain a database with each container number, site, location, and responsible party (Principal).
- The location of each container will be determined by the Maintenance or Facilities Department.
  - Factors will include accessibility, foundational concerns, security, and sightliness.
- Maintenance of storage containers will be the responsibility of an outside firm that specializes in these services, including painting, door adjustments, and leak repairs.
- The cost for maintenance is the responsibility of the site. This would include graffiti repair, upkeep of painting etc.
- Once storage containers are no longer needed, it is the responsibility of the site to remove all contents and inform maintenance personnel to have the unit removed.
- No hazardous materials (ex. paint, combustibles, oxidizers)
- No perishable foodstuffs.
- Site Principal is responsible for the contents of all storage containers on site and must inspect quarterly for water damage and continued value.
- Purchasing is discouraged.





## Congratulations!

2j

Dmatuszak2 <dmatuzak2@aol.com>

Fri, Apr 30, 2021 at 12:33 PM

Reply-To: Dmatuszak2 <dmatuzak2@aol.com>

To: "paul.nadeau@gilroyunified.org" <paul.nadeau@gilroyunified.org>

April 30, 2021

Paul Nadeau, Facilities Manager  
GUSD  
Gilroy, CA 95020

Re: Architectural Awards

Brownell Middle School has been chosen for an Architectural Award from the Gilroy Historical Society. The awards are presented for outstanding examples of restoration, renovation, maintenance, and landscaping.

We would like to take pictures of your building (exterior only), which could be published in the Society's Newsletter; on social media; and possibly in The Gilroy Dispatch, other newspapers, or online. We would like your permission for our photographer, Phill Laursen, to take these photographs. If you have a professional photo that you wish to use for our publicity, please forward a digital copy to me.

We would also like to invite you to be our guest at our Annual Meeting on Sunday, July 11, 2021, Noon at The Neon Exchange, [7363 Monterey Street, Gilroy](#), when the 2021 Architectural Awards will be presented. Additionally, we would like to formally present the award at a GUSD Board Meeting after the 7/11/21 GHS luncheon.

Please contact me at (408) 781-0497 (text is OK) if you have any questions. Or, you can e-mail at [dmatuzak2@aol.com](mailto:dmatuzak2@aol.com).

Best regards,

Dave Matuszak, Gilroy Historical Society Board of Directors Member  
Chair – Architectural Awards Committee

\$10,000  
15/10 GAS  
Agreements

AGREEMENT ON JOINT USE OF FACILITIES  
AT PROPOSED NEW HIGH SCHOOL SITE

TENTH AND PRINCEVALLE

WHEREAS, the City of Gilroy, a municipal corporation, and the Gilroy Unified School District entered into an agreement dated June 1, 1971, covering the joint use of various City-owned and School District-owned recreational facilities and now desire to specifically provide for the joint use of facilities at the proposed new high school under the provisions of the above dated agreement;

NOW THEREFORE, IT IS AGREED:

A. High School Site, Tenth and Princevalle

1. At the request of the School District, the City agrees to include approximately seven and seven-tenths (7.7) acres of park lands the City may acquire from the adjacent property owner, Arcadia Development Company, at an approximate value of Seventy-seven Thousand (\$77,000.00) Dollars, within District's proposed high school site as open space.

2. In consideration of this cooperative effort by City, the School District hereby agrees to provide the following community service facilities for City use during times when regular high school programs are not using existing facilities:

- a. Swimming pool complex
- b. Theater
- c. Community Service Building for City's Use
- d. Tennis courts (provided sufficient funds are available)
- e. Play fields
- f. Parking facilities
- g. Basketball courts
- h. Gymnasium (2)
- i. Outdoor area
- j. Park area fronting on Princevalle Street, which, however, will be available for public use at all times other than school hours.

It is understood and agreed that the 7.7 acres of City-owned land will be developed, utilized and administered as an integral part of the high school plant by the School District, and

in consideration thereof, the School District agrees to hold the City harmless from any and all claims which may arise from School District use of said 7.7 acres during the term of this agreement.

4. This agreement is entered into by City upon the following three (3) specific and controlling conditions:

- a. That the City does obtain title of the aforesaid 7.7 acres of land from Arcadia Development Company without any limiting conditions of use.
- b. That this agreement is to be in effect 33 years (1975-2008).
- c. If, after the above mentioned date, the parties here mutually determine to rescind this agreement, the 7.7 acre parcel owned by City shall be made immediately available to City for City's sole use as park lands.

5. Except as specifically set forth herein, joint use of these facilities shall be in accord with City's and School District's prior agreement dated June 1, 1971, as it now exists, or may hereafter be amended, including scheduling, liability, equipment and facilities, etc.

#### B. Other School Sites

City shall have the right to use other District School sites throughout the community of Gilroy for park purposes where it does not conflict with the school's use of said school sites. The District shall designate lands for joint park use at Glen View, Las Animas and the Kern Avenue school sites and joint use of all facilities shall be in accord with City's and School District's prior agreement dated June 1, 1971, as it now exists, or may hereafter be amended, including scheduling, termination, liability, equipment and facilities, etc.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on their behalf this 8th day of October 1975.

CITY OF GILROY

by: Norman B. Goodrich  
Mayor

ATTEST: Jessamine E. Stemmely  
City Clerk

GILROY UNIFIED SCHOOL DISTRICT

by: J. E. Carnell  
Chairman of the Board of Governors  
of GILROY UNIFIED SCHOOL DISTRICT



COMPILED IN CONFORMANCE WITH SECTION 407  
OF THE REVENUE & TAXATION CODE  
EFFECTIVE DATE: MARCH 1, 1982  
ALFRED E. CARLSON - ASSESSOR

LAS ANIMAS RANCHO PARTN.

MAP N° 7 BK 808

MILLER AVE.

CITY OF GILROY  
35.06 AC.

PTN. RANCH  
LOT 11

BK 808

Cornadero Creek

11.32 AC. NET

7.70 AC. GR.  
6.48 AC. NET

CITY OF GILROY

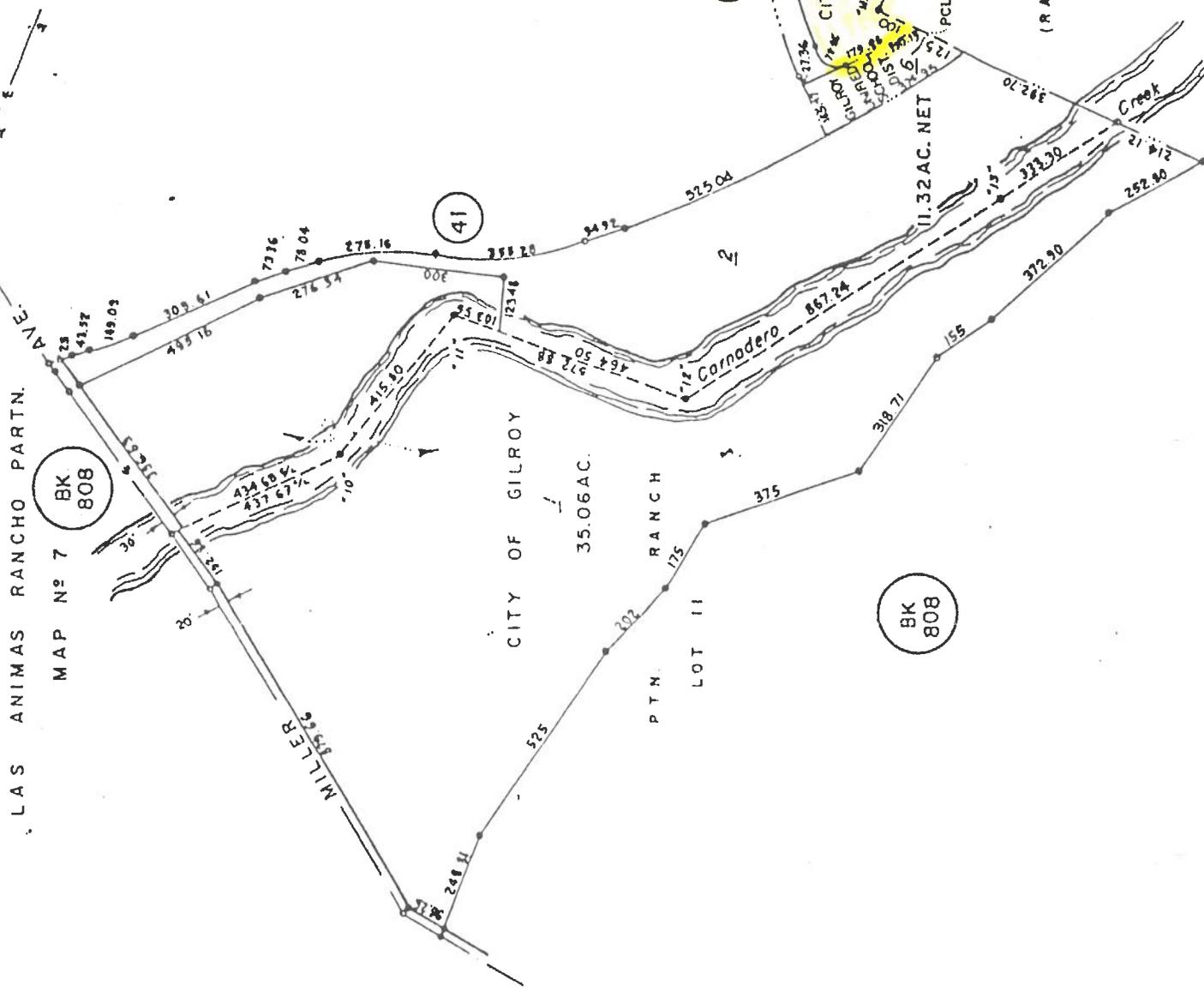
PCL. A

PCL. B

PCL. C (P.M.)  
(52.89 AC. GR.)  
16.05 AC. GR.  
15.07 AC. NET

GILROY UNIFIED SCHOOL DST

TENTH ST.



## ***Gilroy High School Joint Use of Facilities Agreement Gilroy Unified School District and the City of Gilroy***

This agreement for joint use of Gilroy High School facilities within the boundaries of **GILROY UNIFIED SCHOOL DISTRICT** and the **CITY OF GILROY** is entered into this day of \_\_\_\_\_, 2021, between the **GIROY UNIFIED SCHOOL DISTRICT** (“District”) and the **CITY OF GILROY** (“City”) for use of Gilroy High School facilities:

### **RECITALS**

**WHEREAS**, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

**WHEREAS**, the California Civic Center Law (California Education Code sections 38130 through 38138) establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

**WHEREAS**, the District is the owner of real property within the boundaries of Gilroy Unified School District, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

**WHEREAS**, the City is the owner of real property within the boundaries of Gilroy Unified School District, including facilities and active use areas that are capable of being used by the District for school activities and recreational purposes; and

**WHEREAS**, the City and District mutually agree that the provision of adequately maintained recreation facilities and recreation program are beneficial to the residents of the City and to those who reside within the geographical boundaries of the District; and

**WHEREAS**, the City and the District have a well-established history of working together to ensure their respective facilities are available and utilized for the common good and for the enhanced benefit of the community; and,

**WHEREAS**, the City and the District agree that the District is responsible for maintenance and scheduling activities on City owned Gilroy High School outdoor fields listed in the attachment; and

**WHEREAS**, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

**WHEREAS**, California Education Code section 10905 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community; and

As used in this Agreement,

“**Owner**” shall mean the party to this Agreement that owns or leases a particular property and/or facility covered by this Agreement, either the District or the City.

“**Responsible Party**” shall mean the Owner, except when the facility is being used by a party and its Users who is not the Owner. When the City or its Users are using District facilities, then the City shall be the Responsible Party during the time of such use. When the District and its Users are using City facilities, then the District shall be the Responsible Party during the time of such use.

“**Attachment**” shall refer to each attachment to this Agreement that describes a specific field or facility, including the specific properties and facilities that are covered by this Agreement and the terms and provisions of this Agreement that are specific to the school site.

“**User**” shall mean the party using the Owner’s property and/or facility pursuant to the terms of this Agreement whether such User is a party to this agreement or a third party.

## **AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

**1. Term of the Agreement**

This Agreement will continue for a period of Five (5) years from its date of execution, and then shall be reviewed with the option for continuous five (5) year terms. This Agreement must be approved by the Board of Trustees of Gilroy Unified School District (“Board”) and the City Council of the City of Gilroy (“City Council”) prior to it becoming effective. The effective date of this Agreement (“Effective Date”) shall be the date when this Agreement has been approved by the Board and the City Council and executed by their authorized agents.

**2. Cooperative Agreement**

As provided herein, the Parties hereby agree to cooperate in coordinating programs and activities conducted on the properties and facilities listed in the Attachment. The Parties shall have the right to add or exclude properties during the term of this Agreement, provided that any such change shall be in writing and approved by the Parties. Reference to District Property, City Property or the Owner’s Property in this Agreement shall include the facilities and the property upon which the facilities are located.

**3. Permitted Uses**

**a. District Property**

**District Use**

The District shall be entitled to the exclusive use of District Property for school and school-related educational and recreational activities during school hours, including summer school.

### **City Use**

The City and Users authorized by the District will be entitled to use District Property for community recreational and educational purposes for the benefit of District students, the District, and the City/Community at large. The City's obligations under this Agreement shall also apply to City's Users using District Property to whom access is expressly granted by the City. The City will take reasonable measures to ensure that Users, to whom access is expressly granted by the City, comply with all obligations, terms and conditions of this Agreement when using District Property. The City will take reasonable measures to ensure that District rules, regulations, and policies are implemented while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and will be adequately protected.

### **Third-Party Use of District Property**

The Parties agree that in providing access to District Property for use other than by the District or the City, the following priorities for use shall be established

- i. Priority 1: School-sponsored educational, recreational, and support activities during non-school hours.
- ii. Priority 2: Programs managed by the City on District fields, in gymnasiums, multi-use rooms, the theater, library and classrooms.
- iii. Priority 3: Local non-profit, civic and community activities with priority given to those serving our local youth.
- iv. Priority 4: Programs managed by community-based organizations, parent organizations, or third parties that benefit the District.
- v. Priority 5: Other community-based youth recreational and educational activities.
- vi. Priority 6: Private rental of school facilities provided there is no conflict with District rules, regulations, and policies.

### **Public Use**

The District shall open District Property for use by the general public at times when it is not in use as provided above.

#### **b. City Property**

- i. The City shall grant the District full use of City Property within the boundaries of Gilroy High School as noted in the Attachment for the regular conduct of school and school related activities and/or programs sponsored by the District.
- ii. The District will take reasonable measures to ensure that Users to whom access is expressly granted by the District comply with all obligations, terms and conditions of this Agreement while using City Property.

#### **4. Compliance with Law**

All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the Parties that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

#### **5. Communication**

##### **a. Designation of Employees**

The District Superintendent and the City Administrator shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

#### **6. Scheduling Use of Property**

##### **a. Master Schedule**

The Parties shall utilize the District scheduling process and procedures for joint use of facilities identified in the Attachment to allocate property use as defined in Section 3.

##### **b. Scheduling of Gilroy High School Property**

The City shall be responsible for requesting the use of District Properties in accordance with the priorities established in Section 3 hereof.

i. The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policies and administrative regulations.

ii. Should the District require the use of a facility that had been scheduled for use by the City, the District has the right to preempt the scheduled event by repurposing the reservation at another Gilroy Unified School District location.

#### **7. Fees and Allocation of Costs**

##### **a. Fees to Users**

The District may charge user fees to third-party Users of District Property or City Property to cover any administrative and maintenance costs that the Parties may incur. Any fees and costs shall be assessed according to District policies. Each Party is responsible for providing the other with reasonable notice of changes to its policies, regulations, and fees.

**b. Allocation of Costs**

The Parties agree that no facility rental charges will be imposed between the Parties. However, the following costs will be imposed:

- i. Direct personnel costs as defined in the District’s facility rental rate schedule for District staff working under City of Gilroy User Events.
- ii. Training costs incurred for District and City personnel using specific equipment of the facility e.g. theater lighting and sound equipment. Training must be conducted by Gilroy Unified School District vendors, staff, and contractors.
- iii. Percentage (%) of pool water, maintenance, and personnel costs calculated on an annual basis using # of City pool use hours divided by total # pool use hours as recorded in District facility scheduling platform.
- iv. For all non-aquatic facilities at Gilroy High School, utility fees will be calculated and paid using the District facility scheduling platform.

**8. Improvements**

- a. A Party shall not make any alterations, additions, improvements or changes to any property owned by the other Party without prior express, written approval of the Owner.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each Party may require, as a condition of approval, the demolition or removal of any alterations, additions, or improvements made by the other Party, at such Party’s sole expense, at the expiration or termination of this Agreement.
- d. The parties acknowledge that, for reasons unrelated to inadequate maintenance, facilities may, over time, deteriorate to a point that maintenance becomes uneconomical, and repair and replacement of the facilities becomes advisable. In the event that a party concludes that jointly used facilities should be repaired or replaced, both parties shall in good faith, meet to discuss the options of repair or replacement and shall attempt to reach agreement as to whether the facility should be repaired or replaced, and an agreement as to equitable sharing of costs of any such repair or replacement based on % of # of City use hours divided by total # of facility use hours as recorded in District facility scheduling platform. In the event an agreement cannot be reached, the parties shall engage in the dispute resolution process set forth in Section 18.

**9. Interagency Training**

The Parties shall operate training and orientation programs for key personnel implementing this Agreement. The Parties shall each be responsible for ensuring their employees are trained.

- a. The Parties will invite personnel from the District or the City to participate in training sessions for:
  - i. Scheduling and schedule changes
  - ii. Rules and guidelines
  - iii. User responsibilities
  - iv. Emergency procedures
  - v. Specialized equipment
  
- b. Each respective Party is responsible for ensuring that all third-party Users adequately train their supervisory personnel.
  
- c. On a yearly basis and as needed, the District shall inform principals, afterschool staff, and other parties that may share facilities regarding the following:
  - i. Joint use policy and procedures
  - ii. Contractual requirements
  - iii. Emergency procedures
  - iv. Scheduling and schedule changes

**10. Supervision, Emergency Action, Security, and Inspections**

- a. **Supervision and Enforcement**

The Responsible Party shall ensure that each User trains and provides an adequate number of competent personnel to supervise all activities on the Owner’s Property. The Responsible Party shall ensure that the User enforces all of the Owner’s rules, regulations, and policies while supervising activities or programs on the Owner’s Property.
  
- b. **Emergency Action**

The Responsible Party shall ensure that the User is trained in emergency procedures including but not limited to:

  - i. In the event of an emergency, the User shall call 911.
  - ii. For information related to facility availability, the User shall go through the Gilroy Unified School District website @gilroyunified.org
  - iii. In case of lost keys or lockouts at District sites, the User shall call the safety coordinator at 408-887-8336.
  
- c. **Security**

The Owner shall provide the User with access to the Owner’s Property. The Responsible Party and Owner shall be jointly responsible for providing keys, security cards, and training as needed to the User’s employee(s) who are responsible for opening and locking the Owner’s Property while supervising

activities or programs. The Owner is responsible for notifying the Responsible Party if locks or codes are changed.

**d. Inspection and Notification**

The Responsible Party shall ensure that the User inspects the Owner's Property after use to determine whether the site is being returned in the condition that it was received. The Responsible Party shall notify the Owner within 72 hours in the event that Owner's Property suffers damage during User's use. Such notification shall entail written notification through the District scheduling platform, by letter or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and, if known, the estimated costs to repair or replace the property.

**11. Supplies**

The User shall furnish and supply all materials necessary to carry out its programs while using the Owner's Property.

**12. Grounds Maintenance**

Maintenance of City Facilities on District-owned property shall be the responsibility of the District.

**a.** In the event a condition exists which creates an immediate threat to the health or safety of users, the party with knowledge of such condition shall immediately inform the other party (Chief Business Officer or the City's Public Works Director, or their respective designees). The owner of the facility at issue shall promptly undertake corrective action.

**b.** At the conclusion of the use of a facility, the party using the facility shall leave the other party's property in good repair, condition and as clean as it was prior to the party's authorized use, including the removal of all trash and debris created by the requesting party's use of the facility.

**13. Maintenance, Custodial Services, and Restroom Facilities**

The Responsible party shall ensure that the User exercises due care in the use of the Owner's Property and that the User shall, during the time of its use, keep the Owner's Property in neat order. The District and the City shall provide personnel for custodial services at the time of use or will cover the cost of personnel contracted during use.

**14. Parking**

The Owner shall make available the public parking at the parking facilities during time of use.

**15. Restitution and Repair**

The Responsible Party shall make restitution for the repair of damage to the Owner's Use Areas that occurred during User's use of Owner's Property.

**a. Inspection and Notification**

The Responsible Party shall, through its designated employee, inspect and notify the Owner of any damage, as described above in Section 10(d).

**b. Repairs**

Except as mutually agreed, the Responsible Party or User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner shall agree to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or as a result of dispute-resolution under Section 18 (b) of this Agreement that the User is responsible for the damage, then the Responsible Party agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

**c. Reimbursement Procedure**

Owner shall inspect the property and submit a damage claim and estimated costs in writing to Responsible Party within one (1) week of the damage notification. Within three (3) days of completion of repairs, the Owner shall send an itemized invoice to the Responsible Party. The Responsible Party shall reimburse the Owner in full within 90 days of receipt of such invoice.

**d. Disagreements**

Responsible Party shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is identified within seven (7) days after a first notification.

i. The User shall notify the Owner of any disagreements in writing by letter or email to the Owner's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to notify the Owner of the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the Responsible Party.

ii. After proper notification, designated representatives of the Interested Parties, shall make an on-site investigation and attempt a settlement of the disagreement.

iii. In the event an agreement cannot be reached, the matter shall proceed as described in Section 18 of this Agreement.

iv. The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

**16. Liability and Indemnification**

Each Party shall defend, indemnify, and hold the other Party, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the other Party, its officers, agents, or employees.

## 17. Insurance

The Parties agree to provide the following insurance in connection with this Agreement.

- a. Each party agrees, for the term of this Agreement, to either maintain insurance policies or self-insure in an amount not less than specified below against damages or injuries that may arise from the activities contemplated by this Agreement. In addition, each party shall include or be endorsed to include the other party as an additional insured.
  - i. General Aggregate: Two Million Dollars (\$2,000,000.00).
  - ii. Personal Injury: One Million Dollars (\$1,000,000.00).
  - iii. Each Occurrence: One Million Dollars (\$1,000,000.00).
- b. Name the other party, its officers, agents, and employees as additional insureds. The City shall require in its City of Gilroy Registration Form Liability Release that as a condition of participating in any program, all participants will release and indemnify the Gilroy Unified School District and the City from any and all liability arising from their participation in such programs.
- c. The District shall require in its registration liability release that as a condition of participating in any program on City property, all participants will release and indemnify the City of Gilroy from any and all liability arising from their use of City property within the boundaries of Gilroy High School and participation in such programs.
- d. Contain provisions making the insurance to be provided herein primary whereby no insurance held by the other party shall be called upon to contribute to a loss and not be cancelled without thirty (30) days advanced notice to the other party.

## 18. Dispute Resolution

Should a dispute arise out of this Agreement, the Oversight Team shall attempt to resolve the dispute in a timely manner by using the following process:

- a. Educating users about the need to try to resolve any disputes in a direct, timely and respectful manner at the level at which the disagreement occurs.
- b. Providing users with a defined resolution process that is to be followed if the dispute cannot be resolved satisfactorily for all parties at the level at which it occurs. This process will utilize the following steps:
  - i. If a dispute is not resolved by the involved parties, it should be referred to the District's Chief Business Officer and the City's Public Works Director. Resolution will be attempted within 30 days of the referral.

ii. Disputes that are unresolved at the level of the 30 days shall be referred to the City Administrator and the District Superintendent, or their designees, for resolution.

iii. In the event that the Superintendent and City Administrator are unable to resolve the dispute, the parties agree to work, in good faith, to resolve the dispute through mediation with a mutually acceptable neutral third party before, and as a condition precedent to, the initiation of any adjudicative action or proceeding.

iv. The cost of the mediator, if any, shall be shared by the Interested Parties 50%/50%.

v. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement.

## **19. Student Safety**

The safety and security of District students and staff are of the utmost importance. Therefore, use of the Gilroy High School facilities during school hours will be limited to use by students, teachers and other school staff. All joint use of facilities by non-District users (both for City sponsored and other Community events) will take place during off-school hours (e.g. starting at 3:30 p.m. on school days or on weekends and holidays) when school is not in session and will be governed by the District's Boards policies and administrative regulations regarding facilities use. The District shall provide the City with reasonable notice of changes to these policies.

## **20. Termination**

This Agreement may be terminated by each of the Parties at any time prior to its expiration for any reason whatsoever, including circumstances beyond their control, with six (6) months written notice.

## **21. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

## **22. Not a Joint Venture or Joint Powers Authority**

The Parties intend by this Agreement to establish only an arrangement with regard to facilities management, maintenance, and use for school activities and recreational opportunities for the community, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

## **23. No Third-Party Beneficiary**

This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

## **24. Notices and Contracts**

All notices, demands, request, approvals, authorizations, or designations hereunder by a Party to the other Party shall be in writing, unless otherwise specified in this Agreement, and shall be given and served upon the other party, sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

District: Superintendent, Gilroy Unified School District  
7810 Arroyo Circle  
Gilroy, CA 95020

City: City Administrator, City of Gilroy  
7351 Rosanna Street  
Gilroy, CA 95020

Each of the above parties may change its address or contact person by written notice to the other parties.

**23. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**GILROY UNIFIED SCHOOL DISTRICT**

**CITY OF GILROY**

By: \_\_\_\_\_  
Deborah A. Flores  
Superintendent of Schools

By: \_\_\_\_\_  
Jimmy Forbes  
City Administrator

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Legal Counsel for District

By: \_\_\_\_\_  
City Attorney

Attachment:

City land use agreement for Gilroy High School; a part of Gilroy Unified School District



## ***Bleacher Safety Inspection Report***

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### **Date:**

**April 1, 2021**

### **District:**

**Gilroy Unified School District  
Dan McAuliffe - Maintenance/Operations Manager  
7810 Arroyo Cir  
Gilroy, CA 95020**

### **Inspection Date:**

**March 17, 2021**

### **Inspections:**

**21-22290 Christopher HS, Main Gym  
21-22295 Christopher HS, Football Home  
21-22300 Christopher HS, Football Visitor  
21-22305 Christopher HS, Baseball  
21-22310 Christopher HS, Softball  
21-22320 Gilroy HS, Football Home  
21-22325 Gilroy HS, Football Visitor  
21-22330 Gilroy HS, Baseball  
21-22335 Gilroy HS, Softball**





# Table of Contents

## Table of Contents

**SAFETY INSPECTION SCOPE:** ..... 4

**BLEACHER CODES AND STANDARDS**..... 5

21-22290 Christopher HS, Main Gym..... 6

21-22295 Christopher HS, Football Home ..... 7

21-22300 Christopher HS, Football Visitor ..... 8

21-22305 Christopher HS, Baseball ..... 9

21-22310 Christopher HS, Softball .....10

21-22320 Gilroy HS, Football Home.....11

21-22325 Gilroy HS, Football Visitor .....12

21-22330 Gilroy HS, Baseball.....13

21-22335 Gilroy HS, Softball .....14

Facility Indoor & Outdoor Service & Repair Order Sheet .....16

Multi-Year Service Agreement .....18

Bleacher Service Agreement Terms .....19

**ATHLETIC PRODUCTS & SERVICES**.....20

## **SAFETY INSPECTION SCOPE:**

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

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

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

## **INSPECTION REPORT DEFINED:**

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

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

## **SAFETY RATINGS IN THIS REPORT:**

<b>CODE</b>	Code:	Significant code safety issue. Immediate correction is required by code.
	Repair:	Damaged, missing or broken component that must be repaired promptly.
	Concern:	Unsafe condition or maintenance need. Recommend attention soon.
	Acceptable:	No significant deficiencies noted at time of inspection.
	Replace:	Repair not advisable or economical: Replacement for the system is recommended.

## **Bleacher service recommendation abbreviations used in this report:**

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

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

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

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

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

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

*Additional abbreviations may be used.*

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

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## **BLEACHER CODES AND STANDARDS**

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

### **IBC 2015**

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

### **ICC 300**

#### New Bleacher Requirements

IBC ICC/ANSI 300-2015, Chapter 1

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

#### Existing Bleacher Requirements:

IBC ICC/ANSI 300-2015, Chapter 5

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

### **FIRE CODE**

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

IBC ICC/ANSI 300-2015-305.1

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

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

### **U.S. Consumer Product Safety Commission Report #330**

Professional Inspector Includes Qualified Professional Bleacher Service Firm.

## 21-22290 Christopher HS, Main Gym

### BLEACHER DESCRIPTION

Manufacturer: Hussey  
 Model: Maxam  
 8 Sections, 15 Rows  
 Estimated Gross Seating: 1800  
 Operation: Powered  
 Surface: Plastic  
 Estimated Replacement Cost: \$ 181,000



### SAFETY and CONDITION

Overall Rating: Ok	✓	General maintenance & service recommended
<b>IBC ICC/ANSI 300-2015, Chapter 5</b>		
Understructure: Service	⚠	Maintain lubrication, check, tighten exposed fasteners and anchors
Surface: Ok	✓	Check, tighten exposed fasteners
Guards/Rails: Ok	✓	Check, adjust, tighten as needed
Deck Gaps: Ok	✓	
Aisle ways/Egress: Ok	✓	Aisle system meets egress codes
Power System: Service	⚠	Clean power system for traction
Wheelchair Spaces: Ok	✓	ADA compliant
Athletic Equipment: Service	⚠	Yearly service recommended, maintain safe operation
Upgrade	⚠	Install basketball backstop safety straps recommended

### RECOMMENDATIONS

US 1 ▪ Lubrication needs to be maintained.  
 US 3 ▪ Safety rowlocks need service/repair for safe, even operation and row stability.  
 US 4 ▪ Check and tighten loose and missing anchors and frame fasteners, replace as needed.  
 SF 2 ▪ Check and tighten loose and missing exposed plastic modules surface fasteners, replace as needed.  
*Note: Plastic seat modules' loose condition may be due to loose internal hardware or damage to the module. No service or repair work for plastic seat modules is included. Replacement plastic seat modules specially ordered and subject to manufacturer's availability.*  
 PR 1 ▪ Power unit drive rollers need cleaning to restore traction and even operation. Spinning drive rollers can damage the surfaces, further reducing traction.  
 RE 1 ▪ End rail system meets existing bleacher codes; adjust for alignment and tightening.  
 AE 1 ▪ Basketball Backstop and athletic equipment safety inspection and service recommended.  
 AE 2 ▪ Install safety straps on all retractable basketball backstops.

## 21-22295 Christopher HS, Football Home

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Elevated Beam Frame  
 Surface: Aluminum  
 Grounding: Anchored  
 1 Section, 10 Rows x 266' long  
 Estimated Gross Seating: 1773



### SAFETY and CONDITION

Overall Rating: Ok	✓	General maintenance service recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service	⚠	Check, tighten & replace missing frame fasteners and anchors
Surface: Service	⚠	Check, tighten & replace missing fasteners
Front, End & Rear Rails: Ok	✓	Check fasteners and ties
Deck Gaps: Ok	✓	
Aisle ways/Egress: Ok	✓	Aisle system meets egress codes
Wheelchair Spaces: Ok	✓	ADA compliant

### RECOMMENDATIONS

US 1 ▪ General service of the fasteners for the framework, anchors, rails, aisles and surface.  
 RE 1 ▪ End rail system meets existing bleacher codes; adjust for alignment and tightening.  
 SF 1 ▪ Check and tighten loose and missing exposed surface fasteners, replace as needed.

## 21-22300 Christopher HS, Football Visitor

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Elevated Beam Frame  
 Surface: Aluminum  
 Grounding: Anchored  
 1 Section, 10 Rows x 93' long  
 Estimated Gross Seating: 620



### SAFETY and CONDITION

Overall Rating: Ok	✓	General maintenance service recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service	▲	Check, tighten & replace missing frame fasteners and anchors
Surface: Service	▲	Check, tighten & replace missing fasteners
Front, End & Rear Rails: Ok	✓	Check fasteners and ties
Deck Gaps: Ok	✓	
Aisle ways/Egress: Ok	✓	Aisle system meets egress codes
Wheelchair Spaces: Ok	✓	ADA compliant

### RECOMMENDATIONS

US 1 • General service of the fasteners for the framework, anchors, rails, aisles and surface.  
 RE 1 • End rail system meets existing bleacher codes; adjust for alignment and tightening.  
 SF 1 • Check and tighten loose and missing exposed surface fasteners, replace as needed.

**21-22305 Christopher HS, Baseball**

**BLEACHER DESCRIPTION**

Manufacturer: Unknown  
 Type: Non-Elevated Angle Frame  
 Surface: Aluminum  
 2 Sections, 5 Rows x 27' long  
 Estimated Gross Seating: 180



**SAFETY and CONDITION**

Overall Rating:	Ok	✓	
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>			
Understructure:	Ok	✓	
Surface:	Ok	✓	
Front, end & rear rails:	Ok	✓	
Gaps:	Ok	✓	Under 55"
Aisle ways/Egress:			

**RECOMMENDATIONS**

*Bleachers are in good condition and meet all required codes.*

**21-22310 Christopher HS, Softball**

**BLEACHER DESCRIPTION**

Manufacturer: Unknown  
 Type: Non-Elevated Angle Frame  
 Surface: Aluminum  
 2 Sections, 5 Rows x 27' long  
 2 Sections, 5 Rows x 21' long  
 Estimated Gross Seating: 320



**SAFETY and CONDITION**

Overall Rating:	Ok	✓	
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>			
Understructure:	Ok	✓	
Surface:	Ok	✓	
Front, end & rear rails:	Ok	✓	Under 55"
Gaps:	Ok	✓	Under 55"
Aisle ways/Egress:			

**RECOMMENDATIONS**

*Bleachers are in good condition and meet all required codes.*



# Safety Plan Recommendations

## 21-22320 Gilroy HS, Football Home

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Hillside, Elevated Beam frame  
 Surface: Aluminum  
 Grounding: Anchored  
 1 Section, 21 Rows x 203' long  
 Estimated Gross Seating: 2842

### SAFETY and CONDITION

Overall Rating: Ok	✓	General maintenance service recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service	⚠	Check, tighten & replace missing frame fasteners and anchors
Surface: Service	⚠	Check, tighten & replace missing fasteners
Front, End & Rear Rails: Ok	✓	Hillside, check fasteners and ties
Deck Gaps: Ok	✓	Hillside
Aisle ways/Egress: Ok	✓	Aisle system meets egress codes
Wheelchair Spaces: Ok	✓	ADA compliant

### RECOMMENDATIONS

US 1 ▪ General service of the fasteners for the framework, anchors, rails, aisles and surface.  
 RE 1 ▪ End rail system meets existing bleacher codes; adjust for alignment and tightening.  
 SF 1 ▪ Check and tighten loose and missing exposed surface fasteners, replace as needed.



# Safety Plan Recommendations

## 21-22325 Gilroy HS, Football Visitor

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Hillside, Elevated Beam Frame  
 Surface: Aluminum  
 Grounding: Anchored  
 1 Section, 21 Rows x 203' long  
 Estimated Gross Seating: 1360

### SAFETY and CONDITION

Overall Rating: Ok	✓	General maintenance service recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service	▲	Check, tighten & replace missing frame fasteners and anchors
Surface: Service	▲	Check, tighten & replace missing fasteners
Front, End & Rear Rails: Ok	✓	Hillside, check fasteners and ties
Deck Gaps: Ok	✓	Hillside
Aisle ways/Egress: Ok	✓	Aisle system meets egress codes
Wheelchair Spaces: Ok	✓	ADA compliant

### RECOMMENDATIONS

US 1 ▪ General service of the fasteners for the framework, anchors, rails, aisles and surface.  
 RE 1 ▪ End rail system meets existing bleacher codes; adjust for alignment and tightening.  
 SF 1 ▪ Check and tighten loose and missing exposed surface fasteners, replace as needed.

# Safety Plan Recommendations

## 21-22330 Gilroy HS, Baseball

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Non-Elevated Angle Frame  
 Surface: Wood  
 Grounding: Freestanding  
 1 Section, 10 Rows x 20'1" long  
 1 Section, 9 Rows x 16' long  
 Estimated Gross Seating: 230



### SAFETY and CONDITION

Overall Rating: Poor		Bleacher replacement recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service		Check, tighten & replace missing frame fasteners
Upgrade		Structural anchors recommended
Surface: <b>Hazard</b>		Cracked/weathered wood boards need to be replaced with all-weather aluminum plank
Front, End & Rear Rails: <b>FAIL</b>	<b>Code</b>	End and rear rail systems do not meet required 4" gap or 42" height codes
Deck Gaps: <b>FAIL</b>	<b>Code</b>	Deck gaps do not meet required 4" gap code
Aisle ways/Egress: Upgrade		Aisle system needed to meet egress codes

### RECOMMENDATIONS

- US 1 ▪ General service of the fasteners for the framework, rails, and surface.
- US 2 ▪ Ground slab anchoring needed to prevent wind overturning.
- RE 1 ▪ End and rear rail systems need replacement to meet required\* 4" gap and 42" height codes.
- AL 1 ▪ Aisle system with center handrails and 48" steps is needed for safety and will meet egress code.
- DC 1 ▪ Large row deck gaps need to meet required\* existing bleacher 4" gap codes.
- SF 1 ▪ Check and tighten loose and missing exposed surface fasteners, replace as needed.
- SF 2 ▪ Cracked/weathered wood boards need to be replaced with all-weather aluminum planks.

**Code-compliant, all-weather aluminum bleachers and installations available.**

## 21-22335 Gilroy HS, Softball

### BLEACHER DESCRIPTION

Manufacturer: Unknown  
 Type: Non-Elevated Angle Frame  
 Surface: Wood  
 Grounding: Freestanding  
 1 Section, 10 Rows x 20'1" long  
 Estimated Gross Seating: 134

### SAFETY and CONDITION

Overall Rating: Poor		Bleacher replacement recommended
<b>IBC ICC/ANSI 300-2009, Chapter 5</b>		
Understructure: Service		Check, tighten & replace missing frame fasteners
Upgrade		Structural anchors recommended
Surface: <b>Hazard</b>		Cracked/weathered wood boards need to be replaced with all-weather aluminum plank
Front, End & Rear Rails: <b>FAIL</b>	<b>Code</b>	End and rear rail systems do not meet required 4" gap or 42" height codes
Deck Gaps: <b>FAIL</b>	<b>Code</b>	Deck gaps do not meet required 4" gap code
Aisle ways/Egress: Upgrade		Aisle system needed to meet egress codes

### RECOMMENDATIONS

- US 1 ▪ General service of the fasteners for the framework, rails, and surface.
- US 2 ▪ Ground slab anchoring needed to prevent wind overturning.
- RE 1 ▪ End and rear rail systems need replacement to meet required\* 4" gap and 42" height codes.
- AL 1 ▪ Aisle system with center handrails and 48" steps is needed for safety and will meet egress code.
- DC 1 ▪ Large row deck gaps need to meet required\* existing bleacher 4" gap codes.
- SF 1 ▪ Check and tighten loose and missing exposed surface fasteners, replace as needed.
- SF 2 ▪ Cracked/weathered wood boards need to be replaced with all-weather aluminum planks.

***Code-compliant, all-weather aluminum bleachers and installations available.***



# Safety Plan Recommendations

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

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

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

**\*Discounts & special offers may apply. Call for information.\***

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

Sincerely,

FaciliServ

Copy of our Disclaimers Available online or by request

## Terms and Conditions

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

LABOR: Unless otherwise stated herein & approved by an officer of FS in writing: 1) Prices based on all work being performed by FS & not split with other firms or individuals. 2) All work to be performed during normal weekday, non-holiday business hours, (weather permitting if outdoors) on a continuous business days, without interruption, until completed. 3) Electrical work does not include the parts or labor to install the power supply to equipment being installed.

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

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

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





# Service & Repair Order Sheet

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

**Gilroy Unified School District**  
7810 Arroyo Cir  
Gilroy, CA 95020

Purchase Order # \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Facility Representative Signature	Print Name	Title	Date

FaciliServ Representative	Print Name	Title	Date

**All prices quoted must be accepted in writing, purchase order or contract within 30 days of this report. Prices may be subject to change after 30 days. ^ Sales Tax amount will be determined at time of billing based on work ordered.**

**\*Prices for repairs and upgrades are contingent upon completing at time of service. If repairs and upgrades are not being completed with service, additional charges may apply.**

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

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

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

\*See Terms and Conditions



## Multi-Year Service Agreement

### Multi-Year Service Agreement

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

Report #/Facility	Service	2021-2025	√
21-22290 Christopher HS, Main Gym	Service and Inspection	\$ 1,808	
(6) backstops	Service and Inspection	\$ 1,075	
21-22295 Christopher HS, Football Home	Service and Inspection	\$ 1,553	
21-22300 Christopher HS, Football Visitor	Service and Inspection	\$ 539	
21-22305 Christopher HS, Baseball	Inspection Only	\$ 99	
21-22310 Christopher HS, Softball	Inspection Only	\$ 99	
21-22320 Gilroy HS, Football Home	Service and Inspection	\$ 2,097	
21-22325 Gilroy HS, Football Visitor	Service and Inspection	\$ 1,187	
21-22330 Gilroy HS, Baseball	Inspection Only	\$ 99	
21-22335 Gilroy HS, Softball	Inspection Only	\$ 99	
	+ Lift Charge	\$ 300/day	
	+ Mandatory Service Fee	\$ 486	√
	<b>Total per year</b>		

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

#### Gilroy Unified School District

7810 Arroyo Cir

Gilroy, CA 95020

Purchase Order # \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Facility Representative Signature

Print Name

Title

Date

FaciliServ Representative

Print Name

Title

Date

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

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

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

\*See Terms and Conditions



## Multi-Year Service Agreement

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### **Bleacher Service Agreement Terms**

#### **Service Agreement #: 21- , FaciliServ**

FaciliServ (FS) will render the services described herein.

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

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

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

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

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

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

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

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

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

Major Weld Fractures - Items that failed due to normal wear and tear, accident, misuse, neglect or alteration are not included.

At the customer's request and with sufficient advance notice, non-covered work may be performed at the same time as routine maintenance, for an additional discounted charge.

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

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

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

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

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

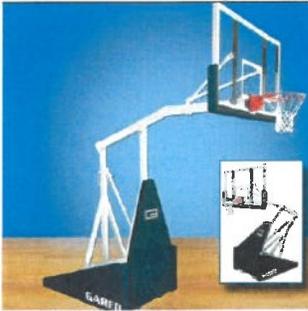
## ***ATHLETIC PRODUCTS & SERVICES***

### **Safety Inspections, Service & Repair for:**

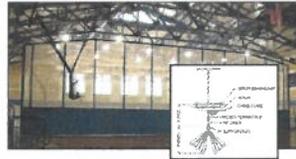
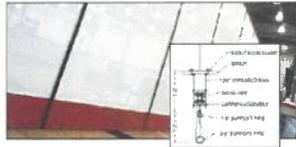
- Basketball Backstops - Divider Curtains - Batting Cages - Wrestling Mats -**
- Climbing Ropes - and other Athletic Equipment ...**

#### **Includes:**

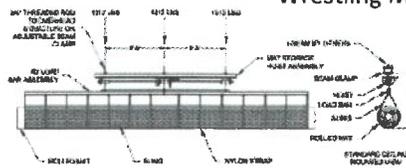
1. Inspection of all structure attachment fasteners, clamps and anchors for secure fit and that mounts have not moved from their original locations.
2. Inspection of all assembly hardware.
3. Lubricate all pivot points and guides as necessary.
4. Inspect condition of hoist winch gearbox, cable take-up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



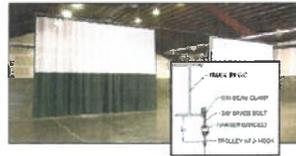
Divider Curtains



Wrestling Mat Storage



New Backstops

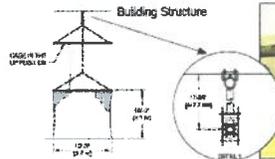


Wall Padding

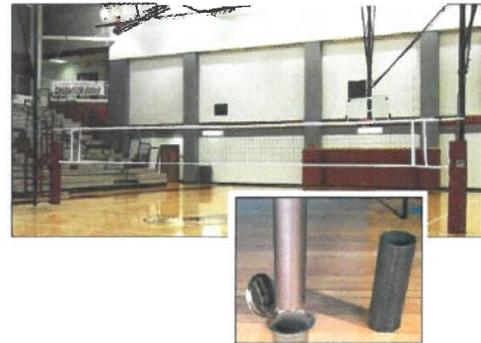


COLUMN PADDING

CORNER PADDING



Batting Cages



Windscreen



New Outdoor Bleachers



New Indoor Bleachers

Volleyball Systems

March 29, 2021

Dan McAuliffe  
Gilroy Unified S.D.  
220 Swanston Lane  
Gilroy, CA

Re: Glenview ES – K Wing & CR 13-16

Dear Mr. McAuliffe,

As you are aware, Tremco was recently on site to respond to a few roof leaks at this campus. One of the leaks was found to be over K-wing. The cause of the leak was a result of nails backing out of the plywood deck and protruding through the roof membrane (refer to photo's below). This condition is a cause for concern as it is often a leading indicator that the roof has reached the end of it's service life.

This building is of modular construction, having been installed in 2003 with a very basic built up roof system. There is an abundant amount of patching on the roof as well, indicating there have been other leaks prior to this. Other deficiencies found during the inspection included:

- Ponding water
- Open sheet metal laps
- Heavy granule loss
- Thin & brittle roof membrane

It is recommended that the District budget to replace this roof, particularly if HVAC upgrades are to occur. The added foot traffic from trades people on the roof will cause further deterioration to an already fragile roof system. A current budget to replace this roof is approximately \$125,000 with an anticipated construction time frame of 2 weeks.

Other work needed at this site involves reroofing of the 13-16 classroom wing. This roof consists of 25+ year old 3-tab shingles which are heavily weathered with exposed nails in the field of the roof. Damaged decking along the low eave is visible. Replacement of the roof and repairs to the damaged deck and fascia are needed before the damage becomes more widespread. The estimated budget to replace this roof is approximately \$55,000.



Figure 1. Overview of roof.



Figure 2. Ponding water along the low eave.



Figure 3. Thin & fragile roof membrane.



Figure 4. Nails from the plywood decking backing out through the roof.

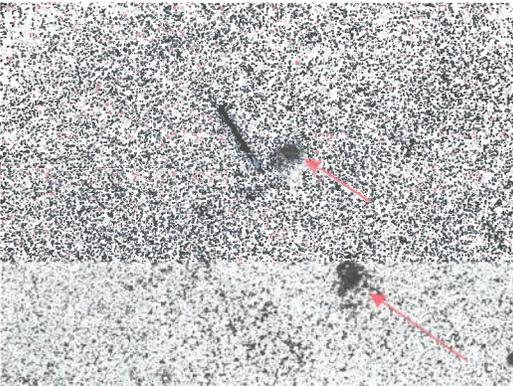


Figure 5. Holes in the roof from the backed out nails...



Figure 6. Patching of the roof.



Figure 7. Past leak repairs...



Figure 8. Past leak repairs..



Figure 9. Overview of roof...



Figure 10. Shingles were patched back in 2005/06



Figure 11. Damaged plywood decking from long-term leaks.



Figure 12. Moss growing from water intrusion...



**Dan Lajeunesse**  
Sr. Field Advisor / Bay Area Market Lead  
Tremco Roofing & Building Maintenance  
M. 408.910.2083  
dlajeunesse@tremcoinc.com

As always, please don't hesitate to reach out if there are any questions. Let me know if you wish to proceed with having either roof replaced. I am available to assist the District with a detailed roofing specification and quality control during construction.

Regards,

Dan Lajeunesse  
Tremco, Inc.



## PATHOGEN TEST RESULTS

All tests were run using proprietary NPBI™ technology.

### SARS-CoV-2 (Covid-19)

TIME IN CHAMBER

30 MINUTES

RATE OF REDUCTION

99.4%

INNOVATIVE BIOANALYSIS

This test was run using the iWave-C (GPS-DM48-AC) in a test designed to mimic ionization conditions like that of a commercial aircraft's fuselage.

Based on viral titrations, it was determined that at 10 minutes, 84.2% of the virus was inactivated. At 15 minutes, 92.6% of the virus was inactivated, and at 30 minutes, 99.4% of the virus was inactivated.

### Human Coronavirus 229E

TIME IN CHAMBER

60 MINUTES

RATE OF REDUCTION

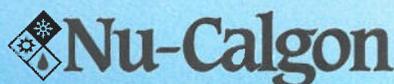
90%

ALG  
ANALYTICAL  
LAB GROUP

This test was run in a test chamber in a lab setting with the Nu-Calgon iWave-R Air Purifier P/N 4900-20.

A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to Needle Point Bi-polar Ionization (NPBI) over time. This controlled environment allows for comparison across different types of pathogens.

iWave's Needle Point Bi-polar Ionization (NPBI) technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.



As an alternative to duct-installed UV lamps we would like to suggest the following:

Nu-Calgon, one of the older and larger suppliers to the HVAC industry, has a product called the i-Wave Air Cleaner which utilizes a process call needle point ion generation. I have talked to one of our wholesale suppliers, and these units have been particularly popular with medical/dental-educational facilities. Here are some of the reasons for its popularity in air quality issues:

- Less expensive to purchase and install than UV lights
- Will not damage plastic condensate pans like UV lights will
- Helps deep clean evaporator coils
- Actively kills mold, viruses, and bacteria not only in the area where it is mounted but also in the occupied space.
- Also eliminates odors, smoke, and allergens
- Can operate off low voltage, eliminating the need for high voltage circuitry
- Capacity does not reduce over time
- Does not produce any ozone or other harmful byproducts
- Contains no mercury—UV bulbs do
- No bulbs to burn out
- Independent testing shows the “cold plasma” kills 96% of pathogens, including H1N1, within 30 minutes in the living space, and reduced Legionella by 99.71%

These units come in 2 sizes: the “residential” unit is effective for units up to 6 tons in cooling capacity, the “commercial” unit can handle up to 12 tons cooling. To understand how the system works, here are some excerpts from a trade journal article from 2019, written by Bruce Longino, PE, LEED, AP

## Needlepoint Bi-Polar Ionization Just Gets Better and Better

12 March 2019 “HVAC & Refrigeration Insider”

The manufacturers of needlepoint ionization products are continuing to make improvements to help the end user.

The ions shoot out of the recessed carbon fiber brushes spaced at ½ inch on center, so fast that they will cover cooling coils up to 60 inches in height, before being drawn through the coil.

As the ions are drawn through the coil they keep the coil clean by killing mold, bacteria and viruses. This eliminates the yearly steam cleaning of the cooling coil and drain pan.

This is better than the use of UV lamps, because it cleans the inside fins of the coil, even on the deepest coils. UV lamps only clean the surface of the coil and a short distance into the coil.

The ions then travel through the duct system helping it stay clean as well. Then the real magic happens when the ions enter the building. The ions kill mold, bacteria and viruses in the building air and on building surfaces. I know from personal experience that this helps prevent the spread of illness like the flu. This product was installed in a Salvation Army homeless shelter in downtown Atlanta nine months ago. When flu season came around, the lady that runs the shelter said that in the past everyone got the flu because of the tight living conditions for 340 homeless people. She said after the ionization was installed, there were only a couple of cases.

Additionally, the ions remove harmful small particles from the air. Most buildings and homes have particles that are too small to precipitate out of the air to be vacuumed or mopped up. These particles are also too small for the filter to remove. The positive and negative ions charge the small particles in the air and this causes the particles to agglomerate; this is a fancy name for clumping together. The larger particles are either mopped, vacuumed or filtered out of the space.

Another wonderful thing these ions do is remove odors and volatile organic compounds from the building. I have personally witnessed the reduction of sewer gas smell, dumpster odor and cigarette odor. An easy example of how this works is how ions remove ammonia odor from a building. Ions are atoms or molecules with one too many or one too few electrons. The ions we are talking about occur in nature in the mountains or at the sea shore. Because of excess solar radiation and wave action H<sub>2</sub>O splits into +H and -OH. They are called “nature’s sanitizers.”

The -OH ion pulls the three H off of the NH<sub>3</sub> ammonia molecule to make water.

The remaining N finds another and forms N<sub>2</sub>. So something that smells terrible becomes by-products that have no odor and that are already prevalent in the air.

### **Automatic Cleaning**

In direct current (DC) needlepoint bi-polar ionization systems, carbon fiber brushes are charged with high voltage, and they attract dust since each brush cluster remains the same polarity. In alternating current (AC) systems, each brush cluster changes polarity, so what may stick on one cycle, repels on the next. As dust builds up on the brush tips, the ion density reduces.

To prevent this from occurring, the manufacturer developed an Automatic Cleaning process for their DC systems. This process uses a wiper blade to periodically engage and flick the dust off the brush tips. Even though the ionization generation products are designed to be installed after the HVAC filter, some dust does get through. Depending on how much gets through, the frequency of wiping is adjustable. Because there is some concern that the cleaning process may cause physical fatigue to the carbon fiber brushes, they are replaceable; however, life cycle testing shows no degradation. Here is what the self-cleaning system looks like:

### **Universal Voltage Input**

Because it is sometimes difficult to determine the voltage that is available before the needlepoint product is shipped, the manufacturer made the product capable of using any voltage from 24 volts to 240 volts, AC or DC. The built-in circuitry ascertains the incoming voltage and sets itself

to that voltage. Also, the power requirements are so small, typically the unit can be powered from the control circuit. As an example, the largest needlepoint bar product only requires 15 watts. To put that in perspective at 24 volts, that is only .6 amps.

### **Needlepoint Bi-Polar Ionization is Not Corona Discharge Ionization!**

In December 2018, the ASHRAE Journal published an article on the changes in IAQ caused by corona discharge air cleaners. By publishing the article, the ASHRAE Journal created doubt in the mind of market as to the efficacy of Needle Point Bipolar Ionization (NPBI) technology for use in indoor air purification. They carelessly lumped NPBI with corona discharge ionization products, which are known to create ozone and undesired byproducts. They wrote “Corona discharge (sometime labeled: ionizing, negative ion, bipolar ionizing, activated oxygen, mountain fresh air, etc.), whereby associating NPBI with corona discharge.

NPBI technology is not corona discharge ionization. NPBI does not produce ozone or other harmful byproducts and the company providing the pictures for this article is certified by UL 2998 and UL 867 as an ozone and byproduct free technology. NPBI has been used for particle reduction, odor control, pathogen control and static electricity control for more than 10 years. The production of unwanted byproducts, including ozone, associated with corona discharge ionization air cleaners are avoided when using NPBI. The newer NPBI technology should NOT be associated with corona discharge ionization. This should be made clear to all, especially the readers of the ASHRAE Journal. The ASHRAE Journal’s peer review process clearly failed for this article and experts in the ionization industry were apparently not consulted prior to publishing.

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. / Street 8750 Hirasaki Court	City Gilroy	Zip 95020	Date of Inspection 04/27/2021	Number of Pages 1 of 5
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1110 Melody Lane  
Roseville, CA 95678  
Registration #1865

A LICENSED PEST CONTROL OPERATOR IS AN EXPERT IN HIS/HER FIELD. QUESTIONS RELATIVE TO THIS REPORT SHOULD BE REFERRED TO HIM/HER.

4d

Report #: 1719

Ordered by: Mt Madonna Continuation High School 8750 Hirasaki Court Gilroy, CA 95020	Property Owner and/or Party of Interest Mt Madonna Continuation High School 8750 Hirasaki Court Gilroy, CA 95020	Report sent to: Mt Madonna Continuation High School 8750 Hirasaki Court Gilroy, CA 95020
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Complete Report      
 Limited Report      
 Supplemental Report      
 Reinspection Report

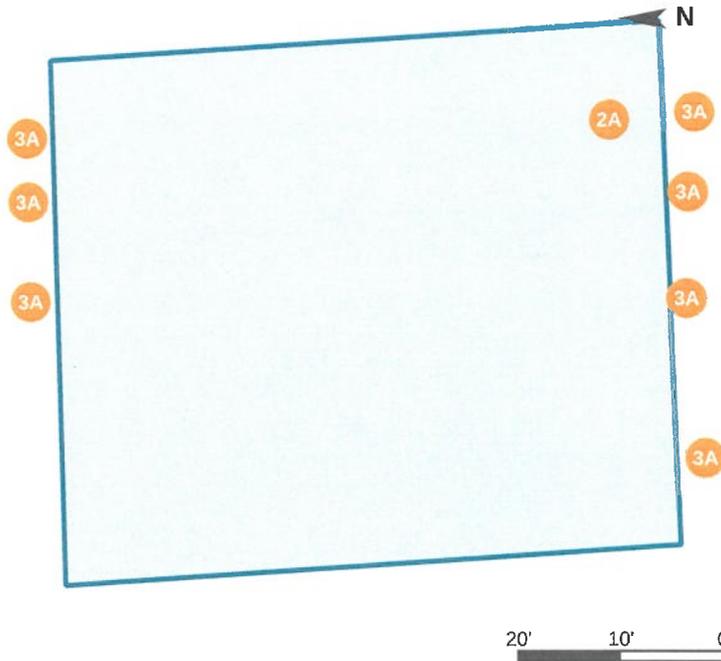
General Description: Occupied Single Family One Story No Garage Slab Foundation with Composition Roof	Inspection Tag Posted: Kitchen
	Other Tags Posted:

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites      
 Drywood Termites      
 Fungus/Dryrot      
 Other Findings      
 Further Inspection

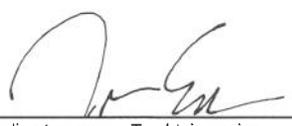
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

- 2) Drywood Termites
- 3) Fungus/Dryrot



Inspected By: Juan Escobar

State License #: FR43546

Signature: 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (REV. 04/2015)

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. / Street	City	Zip	Date of Inspection	Number of Pages
8750 Hirasaki Court	Gilroy	95020	04/27/2021	2 of 5

## General Comments

Limited to the southeast corner and exterior perimeter.

**A limited report is the report on only part of a structure. Such a report shall have a diagram of the area inspected and shall specifically indicate which portions of the structure were inspected with recommendation for further inspection of the entire structure and the name of the person or agency requesting a limited report.**

**This is a limited inspection of problem area(s) at owners request.**

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. / Street 8750 Hirasaki Court	City Gilroy	Zip 95020	Date of Inspection 04/27/2021	Number of Pages 3 of 5
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## Findings And Recommendations

### Drywood Termites

2A

#### Finding

Drywood termites are infesting the structure at the floor sheathing.

#### Recommendation

Seal the entire structure and fumigate it with Vikane. Use Chloropicrin (tear gas) as a warning agent. Remove or mask any visible fecal pellets. Occupants must sign the "Occupants Fumigation Notice" and comply with all instructions. Owners and occupants must receive and sign copies of the CalEPA Department of Pesticide Regulation Fact Sheet regarding Vikane.

Price: **\$2340.00**

### Fungus/Dryrot

3A

#### Finding

There are fungus damaged wood members at the window trims, siding and door trim.

#### Recommendation

Remove and replace the damaged wood members. A supplemental report will be issued with any additional findings, recommendation and additional charges.

Price: *Appropriate trade*

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**Total: \$2,340.00**

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. / Street	City	Zip	Date of Inspection	Number of Pages
8750 Hirasaki Court	Gilroy	95020	04/27/2021	4 of 5

## Disclaimer

NOTES: **UNINSPECTED AREAS NOT INCLUDED IN THIS REPORT PER 8516 (b)(8)**: Except as noted below we did not inspect detached structures or decks. We did not inspect any wood member that was covered by insulation, plaster, paint, stucco, tile or any other material. We did not inspect wood members hidden by floor covering, chattels, or furniture. We did not inspect the interior of hollow walls, or the spaces between a ceiling or soffit below. Conditions conducive to an infestation or infection by wood destroying organisms could exist in any uninspected area. This report expresses no opinion regarding the condition of uninspected areas. Although it appears to be not practicable to open these areas for inspection, Advanced IPM will inspect any of them at your direction and additional expense. We do not have the expertise to inspect for building code violations or the quality of work completed by others. We recommend that you contact a licensed engineer for opinions beyond the scope of our license. Structural Pest Control Board Rules & Regulations prohibit destructive testing of wood members without prior authorization by the owner. Any wood which was suspected to be or was found to be infested or infected was tested within the limits of S.P.C.B. Rules and Regulations. In the opinion of this inspector all the wood members appear to be performing the structural function for which they were designed except as listed in any findings below. If further information regarding the structural integrity of any wood members is desired, you are advised to contact a licensed structural engineer. **NOTICE** The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Advanced IPM's bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Advanced IPM will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform. For information as to the condition of electrical systems, plumbing, and appliances (including leaks), we recommend that you employ a home inspection service. **THE EXTERIOR SURFACE OF THE ROOF COVERING WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD. THERE MAY BE HEALTH RELATED ISSUES ASSOCIATED WITH THE FINDINGS REFLECTED IN THIS REPORT. WE ARE NOT QUALIFIED TO AND DO NOT RENDER AN OPINION CONCERNING ANY SUCH HEALTH ISSUES. THE INSPECTION REFLECTED BY THIS REPORT WAS LIMITED TO THE VISIBLE AND ACCESSIBLE AREAS ONLY. QUESTIONS CONCERNING HEALTH RELATED ISSUES, WHICH MAY BE ASSOCIATED WITH FINDINGS OR RECOMMENDATIONS REFLECTED IN THIS REPORT, THE PRESENCE OF MOLD, THE RELEASE OF MOLD SPORES OR CONCERNING THE INDOOR AIR QUALITY SHOULD BE DIRECTED TO A CERTIFIED INDUSTRIAL HYGIENIST. REINSPECTION** This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of the request. Please contact Advanced IPM to schedule your reinspection as soon as possible. Reinspection is a visual inspection, if inspection of concealed areas is desired inspection of work in progress will be necessary. If an area was opened for further inspection or repair, and you need the area reinspected do not enclose walls, wood members or conceal areas after repair or reinspection will not be possible. It is likely that several re-inspections' will be required to verify that the work was performed as per the recommendation if you need certification for a real estate sale. During the reinspection, your Advanced IPM inspector will inform you if the area needs further work or if the repairs satisfy the requirements of the inspection. **If repairs are performed by others, wood members are concealed or not made available for visual inspection your structure may not qualify for certification resulting in possible delay or ultimately the cancellation of your escrow.** Any guarantees must be received from the parties performing the repairs. Any person involved in the purchase or sale of the real property is advised to provide full disclosure to the buyer or their designated agent regarding the identity of the licensed contractor or individual who completed the work and of the nature and extent of any corrective work performed. You are further advised to obtain copies of and provide to the buyer, any required building permits prior to the transfer of title on the above property. This bid is based on what is visible and accessible today. If the crewperson (operator) finds more damage a supplemental report and a new bid will be given. **LEAD-BASED PAINT WARNING:** Repairs by this company to residences built before 1978 may disturb materials containing lead-based paint and may release debris or dust containing lead. Lead is a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. (This notice is provided in compliance with California's Proposition 65. For further information, contact your health care provider or an industrial hygienist. A licensed pest control inspector is not an expert in lead, lead-based paint, or exposure to lead. This report is not intended to identify the presence or absence of lead or lead-based paint in the building inspected. Whether lead-based paint is present can be determined only by a certified lead inspector. For a list of certified lead inspectors, call the California Dept. of Health Services' Lead-Related Construction Information Line at 800-597-5323 or 510-869-3953.) **LEAD PAINT DISCLAIMER** Please inform your inspector of the year that your structure was built. Federal Law requires

## WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. / Street	City	Zip	Date of Inspection	Number of Pages
8750 Hirasaki Court	Gilroy	95020	04/27/2021	5 of 5

that before we perform renovation, repairs, or painting jobs in pre-1978 housing and child-occupied facilities, we provide owners and tenants with a copy of EPA's lead hazard information pamphlet "Renovate Right" If your home was built prior to 1978 additional measures will need to be taken to protect you and your family from any dust and hazardous waste generated during the work. These measures will involve specialty contractors certified and trained in containing the lead dust and debris. California law further deems construction debris with lead paint to be hazardous waste. Hazardous waste may only be removed from a property by a licensed waste disposal company. (Homeowners are exempt if they transport this waste in their personal vehicles to a local hazardous waste facility.) If a firm certified by the California Department of Public Health to make lead assessments makes a determination that there is no lead in the work areas, then the mandated containment and the hazardous waste rules do not apply. If you plan to do work yourself, you are advised to first contact the National Lead Information Center at 1 800 424-LEAD and ask for information on how to work safely in a building with lead-based paint.

4e



Cost Estimate Summary

	One Display Cart	Two Displays Carts	Two Displays Cart/Wall	Two Displays Wall
ASMS and SVMS	\$ 482,603.00	\$ 825,046.00	\$ 946,883.00	\$ 1,070,837.00
High Schools	\$ 918,929.00	\$ 1,570,978.00	\$ 1,802,969.00	\$ 2,038,991.00
<b>Displays Total</b>	<b>\$ 1,401,532.00</b>	<b>\$ 2,396,024.00</b>	<b>\$ 2,749,852.00</b>	<b>\$ 3,109,828.00</b>
Laptop Replacement	\$ 565,367.00	\$ 565,367.00	\$ 565,367.00	\$ 565,367.00
<b>Total</b>	<b>\$ 1,966,899.00</b>	<b>\$ 2,961,391.00</b>	<b>\$ 3,315,219.00</b>	<b>\$ 3,109,828.00</b>

Main Display	Second Display
<ul style="list-style-type: none"> <li>• 86" Display                             <ul style="list-style-type: none"> <li>• Display keyboard</li> <li>• Display camera</li> <li>• Display mount/cart</li> </ul> </li> <li>• iPad                             <ul style="list-style-type: none"> <li>• iPad case</li> <li>• iPad license</li> <li>• iPad stand</li> </ul> </li> <li>• Sound bar</li> <li>• Voice Augmentation</li> <li>• Installation</li> </ul>	<ul style="list-style-type: none"> <li>• 86" Display                             <ul style="list-style-type: none"> <li>• Display keyboard</li> <li>• Display camera</li> <li>• Display mount/cart</li> </ul> </li> </ul>

\*Training not included in this estimate