



FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – in Board Room and via Zoom teleconference

9 a.m. Friday, Aug. 6, 2021

1.

ITEM	PAGE #
A. Approval of minutes: June 4, 2021	1

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Taking possession of portables from SCCOE	South Valley MS	Anaya Construction	\$60,750	Measure E	7
B. SWPPP application	South Valley MS	Santa Clara County Waterboards	\$1,301	Measure E	8
C. City of Gilroy offsite permits	South Valley MS	City of Gilroy	\$32,083.63	Measure E	9
D. Contract for geotech and special inspections	Gilroy HS	Earth Systems	\$23,036	Measure E	10
E. Inspector of Record	Gilroy HS	Jerome Zalinski	\$7,000	Measure E	34
F. Tennis courts DISCUSSION ONLY	Gilroy HS	Aedis Architects fee to relocate tennis courts	\$346,665	TBD	48
G. Plans for Gateway property	Gateway (9th and Hanna St)	SCCOE	N/A	N/A	51
H. Property behind tennis courts	Gilroy HS	Third Millennium Partners	N/A	N/A	53
I. Structural evaluation of Transportation/ Maintenance yard	Maintenance/ Operations Transportation Yard (MOTS)	Hobok - Lewin	\$15,000	Measure E	55
J. Staff lounge furniture (outside)	Brownell MS	Belson	\$6,500 est.	Measure E	57

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Tennis court renovation INFORMATION	Gilroy HS	DRYCO	\$334,647	TBD	58
B. Awnings	4-DO, 3-GECA, 1-GHS, 1-Maint, 2-Transp.	*waiting on updated quotes from vendors	\$16,500 +/-	RRM	67
C. Generator radiator repair	ADB/South County Annex	Peterson Cat	Option 1 New \$5,82.62 Option 2 Rebuild \$8,452.42	RRM	74
D. Security gate and fence Improvements	Rucker ES	Architectural Systems Inc.	\$62,480	RRM	82
E. Blacktop asphalt repair and slurry seal	Luigi ES	EF&S	\$71,149	RRM	85
F. Wood bleacher Replacements INFORMATION	Gilroy HS	In the process of obtaining quotes	TBD	RRM	92
G. 9 new lunch tables	GECA	Belson Outdoors	\$18,000 +/- *plus shipping and taxes	RRM	102
H. Pool heater repair	Christopher HS	Knorr	\$15,077.96	RRM	106
I. Homeless camp remediation, hill leveling and proposed fence INFORMATION	District Office field	BOSCO EF&S **Assistance provided by the Gilroy Compassion Center for the homeless relocation	BOSCO \$6,088 EF&S \$12,750 Added cost of \$3,200 for additional cleanup and haul away	RRM	109
J. AC repair	District Office server room	Val's	\$5,290	RRM	122

4. ALVARO MEZA'S ITEMS

ITEM	SITE	PAGE #
A. Gilroy Historical Society presents GUSD with Architectural Award for Brownell	Brownell MS	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: TBD

FACILITIES SUBCOMMITTEE MEETING

MINUTES FROM JUNE 4, 2021

PRESENT

Debbie Flores
Mark Good
Maribel Guizar

James Pace
Linda Piceno
Alvaro Meza

Paul Nadeau
Aurelio Rodriguez
Anna O'Connor

MEETING CALLED TO ORDER: 9:01 A.M.

1.

ITEM
A. Approval of minutes: May 7, 2021
<p>MINUTES</p> <ul style="list-style-type: none"> Mark made the motion to approve. Linda seconded. All approved.

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. TMP proposal for easement	Gilroy HS	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> The developer group has presented a proposal for easement of area near Gilroy HS. The group is open to including access from district property to Royal, if the city and all other entities approve. The plans for the TMP property aren't finalized. Mark: What's the advantage to the district? How is this not a gift of public funds? How does GUSD get out this agreement if the area is needed in the future? Mark: Assuming the district wants to do this, we may be better off giving the group a license instead of an easement. Alvaro asked that legal review this proposal. One potential option is to sell the parcel to the developers. That would be subject to rules about regulate sales of public agency properties. James: I'm not opposed to making this happen but I don't know how this good for the district. Mark and James: Property line adjustment proposal may be the best solution. A civil engineer could look at this area to see what's feasible in this area. Linda: Is too early to get City of Gilroy involved so they address their concerns early on? As is, the proposal doesn't benefit the district. The district needs to have a takeaway or a benefit at some point. Next steps: Paul will run this by the City of Gilroy and see if RJA civil engineering can review this area. Legal counsel will review this, noting Mark and James' concerns. 				

B. Outdoor deck furniture	Gilroy HS	Belson	\$12,892.66	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • Tables and chairs for pool deck. Vinyl-coated metal. • Also Trash receptacles. • Next steps: This will go to the board for approval. 				
C. Bid award for new plaza	Gilroy HS	Kent Construction	\$787,571	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • Eight contractors submitted bids. • This is the final step for area near the math building. • Separated out elements to lessen the cost (landscaping and irrigation). • The list of other bids should be included with the board item. • The landscaping may be put off to the late fall, when water restrictions are eased. • Assuming board approval, this may tentatively start mid- to early July. The goal is to complete by first day of school. • Next steps: This will go to the board for approval. 				
D. GMP/Lease-lease buyback	South Valley MS	Flint Builders	\$76,452,626	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • These are the lease-leaseback documents for the South Valley MS modernization. • They are based on the same set of documents developed for the Brownell MS project. • The variable with this project: Payment schedule to reflect a lease payment plus a schedule of value completion. • Next steps: This will go to the board for approval. 				
E. Additional moving needs	South Valley MS	S&M Movers Inc.	\$10,780	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • This is for moving furniture to make way for phase 1 of South Valley MS Modernization Project: Adult Ed, Head Start, Gavilan College wing and music department. • Next steps: This will go to the board for approval. 				
F. Purchase of moving supplies	South Valley MS	S&M Movers Inc.	\$1,216.44	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • This for buying boxes and trollies needed for this move. It is less expensive to buy than to lease this equipment. • Maintenance will be able to use the materials after this move. • Next steps: This will go to the board for approval. 				

G. Head Start buildings on Murray	South Valley MS	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> • SCCOE owns these buildings on Murray: six sections of portables, which make up two classrooms, two offices and one kitchen. SCCOE can't afford to move or demolish these structures. • SCCOE would like to sell them to the district for \$1. The proposal is to buy them and keep them in storage for future needs, like the state preschool. • Adult Ed portables will move to transportation yard on June 5. • The SCCOE lease with the GUSD is up on June 30. SCCOE is trying to get a building appraisal to prepare an offer to GUSD. • These structures have to move to make way for the South Valley MS modernization. The new admin building will go on this part of the property. • Paul said he thinks we'll move these at the very least while the offer is being prepared. The buildings are in good shape. He proposes put them in the field that's part of the maintenance yard or near transportation. • Flint has moved its trailer from Brownell MS to South Valley MS. It is in the maintenance yard outside the campus footprint so they won't have to move during the project. • Connex boxes outside the gym are scheduled to be emptied Monday or Tuesday. • Next steps: Paul will bring back a proposal from SCCOE to sell/buy those portables. 				
H. AQM oversight during demolition	South Valley MS	EnviroScience Inc.	\$38,982	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • Air quality management (AQM) for demolition of buildings I and J. (Gav computer lab and music room; former wrestling room and health clinic) • Additional AQM bid will be coming for rest of campus later in the year. • Next steps: This will go to the board for approval. 				
I. Soils testing during demolition	South Valley MS	Earth Systems Inc.	\$5,500	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> • Monitoring of soil compaction in that area. • This and the AQM item will happen in July. • Next steps: This will go to the board for approval. 				
J. Purchase of roofing materials	Glen View ES	WTI	\$33,459	Deferred Maintenance
<p>MINUTES</p> <ul style="list-style-type: none"> • This is similar to what we did at Luigi ES for that roofing project. • Through the CMAS piggyback contract, the district has the power to buy the materials for far less than a contractor would. • Next steps: This will go to the board for approval. 				

K. Installation of roofing	Glen View ES	DuBois Roofing Inc.	\$99,520	Deferred Maintenance
<p>MINUTES</p> <ul style="list-style-type: none"> DuBois was the winning contractor for this project. Labor-only bid. Next steps: This will go to the board for approval. 				

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Going green DISCUSSION/ INFORMATION ITEM	District-wide	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> Information item. The only gas on site at Brownell MS modernization is for the labs for the eighth-grade science curriculum. The Brownell MS solar panels are designed to produce enough power for most of the campus. South Valley MS will not have natural gas. The buildings and parking areas are being designed as solar-ready, with infrastructure and orientation. Mark asks that information be included in board items about why solar is important on campuses. Drought and fire preparation: <ul style="list-style-type: none"> We are level 1 with City of Gilroy. Non-essential landscape irrigation has been minimized. Athletic fields will be maintained so students can use them. The new field at Brownell MS is being watered until it's established, otherwise it will be not be recoverable. If you see water is on our sites, it's because of something is not right in the system or a test is being run. The district is in contact with fire agencies. The EOC is set up and ready to go in case of fires. HVAC units can be monitored remotely for about half of sites. The others would be shut down manually in case of extreme conditions. We learned a lot during the last two seasons for how to pivot district crews inside in case of poor air quality. 				
B. Key machine	Maintenance/ locksmith Shop	IDN-Wilco	\$4,492.44	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This to replace the district machine, which is at least 30 years old and cannot make all of the keys needed. Next steps: This is less than \$5,000 so the purchase can be made without board approval. 				
C. Lunch canopy replacement	Rucker ES	Park Planet	\$11,972.36	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This can be done before students return for school. It is replacing canopies that are 15 to 20 years old. 				

- This includes the labor to take down the old canopies and install new canopies/cables.
- If a lower price comes in next week, Dan will work with that vendor.
- Next steps: The committee approves this going to the board as a ratification

D. Intrusion alarm	DO Annex	Superior Alarm	\$3,745 +\$50 per month monitoring fee	RRM
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MINUTES

- This is long overdue for the Annex and technology equipment needs.
- An existing, dormant system in the building will be restarted with new panels.
- Dan and Alvaro will check with landlord if this approved for this building.
- Next steps: This is less than \$5,000 so the purchase can be made without board approval.

E. Window repairs	Eliot ES	Morgan Hill Glass	\$95,344.57	RRM
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MINUTES

- The windows at the site are failing, unsightly and not energy efficient. The proposed replacements for the panels have to be custom-made with insulated glass panels with tubular foam. The expected lifespan of these replacements would about 20 years.
- Dan has reached out to window contractors and Morgan Hill Glass has been the only one to respond.
- This is not a safety issue but, if left for too much longer, it could be in case of an earthquake.
- If those goes to the board in August, the work would not be done until a school break later in the year because it will done over the several weeks. If it's taken to the June 17 special board meeting, the board to consider so, if approved, the work could be done this summer.
- Next steps: Dan will seek quotes from other vendors. This will go to the board for approval at the special closed-session meeting on June 17.

F. Exterior stucco cracks INFORMATION	Eliot ES	TBD	TBD	TBD
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MINUTES

- Extensive cracking on exterior walls, especially higher up on the buildings. Constant throughout the campus. If not addressed, these cracks will allow water intrusion so they have to be addressed.
- It can be patched with acrylic compound and painting.
- Dan will start looking to vendors for quotes to paint the campus.
- Estimated cost may be up to \$200K for repair and painting.
- Windows repairs are recommended first before this project.

G. Server room cooling issues INFORMATION	DO Server Room	N/A	N/A	N/A
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MINUTES

- The room in the D.O. was having temperature issues. Val's Plumbing evaluated and fixed the issue for \$500.

4. ALVARO MEZA'S ITEMS

ITEM	SITE
A. Follow up on Rucker's Fence	Rucker ES
<p>MINUTES</p> <ul style="list-style-type: none">• This is a follow-up with requests from Rucker for new fence around the campus perimeter. The main concerns are key access and egress issues that be addressed with some work by Maintenance and I.T. Maintenance will work on gates and I.T. will look into adding additional cameras, especially near the front office.• Next steps: Dan will work on a plan for crash gates at access points on campus. Maribel and Aurelio will meet with Jean discussion plans for security cameras near the front office.	

5. MARIBEL GUIZAR'S ITEMS

ITEM	SITE
A. Verkada Camera's vulnerabilities (risk factor)	All
<p>MINUTES</p> <ul style="list-style-type: none">• This is an update on a data breach for this vendor. The district was not affected by the Verkada data breach. The breach affected 2 percent of Verkada's customers.• The company says it is developing a plan for preventing and dealing with this in the future.• Maribel said she's comfortable with continuing with Verkada. No company providing this service is 100 percent secure.• Maribel said the camera is separate VLAN than other district systems. That means the camera network cannot access other district networks.	

OTHER PROJECTS/FACILITY ISSUES AT SITES

SITES
<p>DISTRICT OFFICE</p> <p>MINUTES</p> <ul style="list-style-type: none">• Facilities rentals: The district is preparing to return to facilities rental. Alvaro and Aurelio are looking at pricing structure and agreements, for the pools, for example. James asked Dr. Flores to brief the board on this. Alvaro will communicate with the interested party to confirm their status.• Proposed Aug. 6 as the next meeting date. We'll have a full calendar of proposed meeting dates for the committee to review.

NEXT MEETING: 9 a.m. Friday, Aug. 6.

Anaya Construction
 5153 Covert Road
 Salida, Ca. 95368
 License # 746627
 DIR # 1000007522
 Cell # 209-605-439

May 12, 2021

Proposal

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

Attn: Marissa

Re: 72 x 40 Doupnik 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 72 x 40 portable (224 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) 72 x 40 portable at Gilroy Adult Education ES
4. Remove casework that crosses mod lines
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 to Gilroy USD yard for set up
9. Set -up using new wood foundation and skirting materials
10. Seal roofs with roof pans and install new gutter splices. (If roof has been modified or over layed that will be done by others)
11. Seal exterior mod lines with caulking
12. At interior connect manufactures electrical crossovers, HVAC ducting, install wall battens, and install mod line ceiling tiles
13. When complete site to be left clean from any metal, wood etc. (concrete, dirt and gravel will stay on site)

Total: -----\$ 60,750.00

Note: Cost based on weekday prevailing wage rates

Ted, Portable flooring is wood laminate which will have to be cut at mod lines to un-bolt portable

Also looks like the roof is a PV roof system so the rubber on roof at mod lines will have to be cut to separate

So flooring and roof patch work to be done by others

All disconnect of utilities to be done by others

Call or email me with any questions

Thank you,

Jesse

GAVIN NEWSOM
GOVERNORJARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

7/12/2021

July 12, 2021

Fee Statement
Application Id # 538044

Facility/Site

South Valley Middle School
385 IOOF Ave
Gilroy CA 95020

Thank you for submitting the Permit Registration Documents (PRDs) for the facility/site referenced above. The application fee for this submittal is: \$1,301.00

The application is considered incomplete until all PRDs, including the application fee, are received. Only after all PRDs are received, will the WDID Number be assigned. Permit coverage begins once the WDID Number is assigned to the facility/site.

Note: The submitted application will be automatically returned as incomplete if all PRDs, including the application fee and the original signed electronic authorization form, are not received within 60 days from the date of submission.

Please make checks payable to: SWRCB

Mail this Fee Statement and \$1,301.00 to:

Regular Mailing Address:

SWRCB
Storm Water Section
PO Box 1977
Sacramento, CA 95812-1977

Overnight Mailing Address:

SWRCB
Storm Water Section
1001 I Street – 15th Floor
Sacramento, CA 95814

If you have questions or want to check on the status of the application, email us at stormwater@waterboards.ca.gov or call 1-866-563-3107.

Thank You,
Storm Water Help Desk

CITY OF GILROY
ZONING STATUS REPORT
DATE : 07/23/2021

PAGE : 1

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BASIC INFORMATION :

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Project No. : 21070034 Status : OPEN Project date : 07/23/21
Master no : Reference:
Name : UNIFIED S D GILROY
Address : 277 I.O.O.F. GILROY CA 95020
APN : 841 02 049
Project Type: N-ENCROACH Stipulation: N
Current Zone Class: Proposed Zone Class: N
Action : Valuation :
Escrow Amt : 0.00 Allow Negative Escrow : N
Description : South Valley Middle School - New sidewalk, curb, gutter, 6 driveways,
one 21" SD connection, one curb ramp, two 6" SS laterals, one 3" water
service connection, two 6" and 8" fire service connections.
Companies :

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FEES :

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FEE ID	QUANTITY	FEE	PAID	CREDITS	BALANCE
N0-PLANCHK	306948	32,083.63	.00	.00	32,083.63
TOTALS		32,083.63	.00	.00	32,083.63

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RECEIPTS :

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INVOICE
07/23/2021

Payment Info Required

Name:
Credit Card No:
Expiration Date:

To be paid by
Check

Amount: \$32,083.63

June 29, 2021
(Revised July 14, 2021)

File No.: 300359-004
DSA File No.: 43-H3
DSA Application No.: 01-118817

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

PROJECT: NEW PLAZA FOR GILROY HIGH SCHOOL
750 WEST 10th STREET
GILROY, CALIFORNIA

SUBJECT: *Revised Proposal for Construction Inspection and Testing Services*

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by you and our experience with similar projects of this type, and corresponding DSA 103 forms. We understand that a geotechnical engineering study was not required for the project and that the Project Inspector will inspect geotechnical elements beyond soil and aggregate base compaction testing. This proposal was revised to reflect changes to the DSA 103 form dated June 30, 2021.

Earth Systems has offices throughout California with a combined staff of over 160 employees. Our personnel have been providing engineering services in the Northern California area for over 45 years. The Hollister office is a full service geotechnical engineering, engineering geology, environmental assessments, and materials testing and inspection facility. We will be staffing this project out of our Hollister office.

According to the plans, the scope of work is to include a new plaza, landscape, walkways, accessible chainlink gate and benches.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. A construction schedule was not available during the preparation of this estimate. Based on our review of the drawings prepared for the project and our recent experience with projects of a similar nature, our anticipated scope of work will include:

- Verify use of required mix design
- Identifying, sampling, and tagging of reinforcing steel materials with accompanying mill analysis reports
- Conformance testing of reinforcing steel samples
- Periodic batch plant inspection and field concrete sampling and testing
- Conformance testing of concrete samples
- Compaction testing
- Laboratory testing of native and import soils
- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Weekly certified payroll reported to the State of California as required by law, and
- Preparation of Interim and Final Verified Reports for each DSA 152 Card issued for the project.

ESTIMATED FEES

Earth Systems will provide our construction testing and inspection services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$23,036.00. Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities, and by DSA-103. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed, and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Hollister.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	7/01/2021	6/30/2022

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific



Brett Faust

Vice president

Attachments: Budget Projection Worksheet
Prevailing Wage & Accounts Payable Information Request
January 2021 Fee Schedule

Doc. No.: 2106-021.PRP/ev



Budget Projection

Project: Gilroy High School Plaza Date: 7/14/2021
File No.: 300359-004
Client: Gilroy Unified School District

Special Inspector (PW)	\$135.00	minimum 2 hour billing increments
Technician (PW)	\$130.00	minimum 2 hour billing increments
Special Inspector (Non-PW)	\$105.00	minimum 2 hour billing increments
Technician (Non-PW)	\$100.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.80	

Special Inspection and Testing Budget

	Number of Trips	Hours or Units	Total	Rate	unit	Fee
New Plaza and Walkways						
Rebar and Structural steel ID and Tagging (local bay area)	4	4	16	\$105.00	hr.	\$1,680.00
Batch Plant Inspection (local bay area)	5	2	10	\$105.00	hr.	\$1,050.00
ACI Concrete Technician Sampling	5	8	40	\$130.00	hr.	\$5,200.00
Sample Pickups	5	2	10	\$100.00	hr.	\$1,000.00
Compaction Testing	8	4	32	\$130.00	hr.	\$4,160.00
Nuclear Density Equipment		4	32	\$15.00	hr.	\$480.00
Mileage	27	35	945	\$0.80	mi.	\$756.00
Subtotal						\$15,106.00

	Sets	Samples	Rate	Unit	Fee
Laboratory Testing					
Rebar Testing	4	24	\$100.00	ea.	\$2,400.00
Concrete Cylinder Testing	5	25	\$40.00	ea.	\$1,000.00
Proctor Testing 6" Mold		1	\$315.00	ea.	\$315.00
Proctor Testing 4" Mold		2	\$270.00	ea.	\$540.00
Subtotal					\$3,400.00

Reports and Project Management ("Special Inspection" work)				
Project Management and Supervision (in hours) for special Inspection work	8	\$190.00	hr.	\$1,520.00
Progress Inspection Reports and upload to the BOX	8	\$85.00	ea.	\$680.00
California Prevailing Wage Payroll Reporting	8	\$85.00	ea.	\$680.00
Engineering Review	6	\$225.00	hr.	\$1,350.00
Interim and Final Report of Special Inspections and Testing	1	\$300.00	ea.	\$300.00
Subtotal				\$4,530.00

Estimate Total: \$23,036.00

Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems PWC Registration No.	Earth Systems Pacific 1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	New Plaza for Gilroy High School 300359-004
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2021)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$225.00
Associate Professional	\$205.00
Senior Professional	\$190.00
Project Professional.....	\$160.00
Staff Professional	\$145.00
Special Inspector, Prevailing Wage*	\$135.00
Technician, Prevailing Wage*	\$130.00
Special Services/Caltrans Technician, Prevailing Wage*	\$130.00
Special Services Technician.....	\$120.00
Special Inspector.....	\$105.00
Technical Assistant.....	\$100.00
Technician.....	\$100.00
Clerical/Administrative	\$85.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.80/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2021.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2021)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$120.00
Atterberg Limits: Plasticity Index	\$220.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$580.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$210.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum	\$300.00
Expansion Index Test.....	\$200.00
Maximum Density and Optimum Moisture: 4" Mold	\$260.00
Maximum Density and Optimum Moisture: 6" Mold	\$305.00
Maximum Density and Optimum Moisture: California Impact	\$300.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$305.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$175.00
Hydrometer Analysis, assumed specific gravity, with 200 wash.....	\$245.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$100.00
Sieve Analysis with wash	\$130.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$150.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$110.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$305.00
Absorption, Coarse Aggregate	\$90.00
Absorption, Fine Aggregate.....	\$130.00
Clay Lumps and Friable Particles in Aggregate.....	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$130.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2021)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$180.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$195.00
Soundness, Sodium Sulfate, 5 cycles	\$355.00
Specific Gravity, Coarse Aggregate	\$120.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$240.00
Unit Weight of Aggregate	\$100.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$45.00*
Compression Test of Cored Samples, cored at laboratory	\$120.00
Compression Test of cores delivered by others	\$80.00
Compression Test of Lightweight Concrete	\$50.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$120.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$420.00
Unit Weight of Lightweight Concrete	\$75.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$130.00
Absorption/Specific Gravity/Moisture Content of Block, set of 3	\$315.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$65.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$160.00*
Compression Test on Masonry Cores	\$70.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$255.00
Moisture Content of Block as received, set of 3	\$90.00
Shear Test on Masonry Cores, 2 faces	\$115.00
Specific Gravity and Unit Weight of Block, set of 3	\$105.00
Enviro. Recycling Fee, per masonry prism	\$3.00
Enviro. Recycling Fee, per mortar or grout sample	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$400.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2021)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	\$280.00
Extraction of Oil from Rubberized Mixtures.....	\$370.00
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$805.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$175.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$155.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrimeter (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	\$70.00/day
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2021)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	Per Quote
Non-Destructive Testing Equipment	Per Quote
Manometer	\$120.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$65.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$110.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle.....	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$215.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass)	\$12.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem.....	Per Quote
DIR Compliance/eCPR, per week.....	\$85.00
DSA Box Posting, ea.....	\$85.00
DSA Lab Compliance, per week.....	\$85.00
Vehicle Mileage Charge.....	\$0.80



EXPERT WITNESS SERVICES

(Effective January 1, 2021)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

GILROY UNIFIED SCHOOL DISTRICT
Gilroy, California

Agreement for Special Services

This Agreement ("Agreement") is entered into by and between the GILROY UNIFIED SCHOOL DISTRICT (the "District") and Earth Systems Inc. ("Contractor"). The District and Contractor are the "Parties" and each, a "Party."

RECITALS

Whereas, the District is authorized by Section 20111 of the California Public Contract Code to contract for the furnishing of non-construction services, if the contract amount is no greater than the statutory limit, which is annually adjusted and is \$96,700 during 2021; and

Whereas, the District requires other consultant to render non-construction Services described below; and

Whereas, Contractor represents that it is specially licensed, experienced and competent in performing, and is willing and able to perform, the Services required by the District.

Now, therefore, for good and valuable consideration, and pursuant to the terms and conditions of this Agreement, the Parties agree as follows:

1. **Services.** The Contractor agrees to perform those services described in the Proposal dated July 14, 2021 incorporated herein by reference (the "Proposal"), including specifically those services as needed and requested by the District set forth in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Services"). Proposal The Services include meetings with District staff and review of previous technical documentation. If engineering services are rendered hereunder, the services include but are not limited to, meetings with District staff, review of technical documentation, plan check and inspection services, if appropriate and included, and completion of any reports or documentation described on the exhibits hereto.

Contractor represents and warrants that it (i) is an independent contractor; (ii) if it is incorporated or otherwise formed outside the State of California, it is registered or has legal right to provide services within California; (iii) has the qualifications, experience, and facilities necessary to properly perform the Services in a thorough, competent and professional manner; (iv) has specially trained, experienced and competent personnel to perform the Services; and (v) shall faithfully, competently and to the best of its ability, experience and talent perform all Services.

2. **Term.** Subject to earlier termination as provided below, this Agreement shall remain in effect from the date signed by the District, as indicated in the signature page, to and including June 30th, 2022 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Performance.** Contractor shall commence work on July 14, 2021 and shall complete the Services within the Term pursuant to the schedule agreed-upon by the Parties. Contractor offers to provide the Services with the due diligence and timeliness necessary to accomplish the work within the required time. Failure to complete any of the Services pursuant to that schedule shall be deemed a default as provided below.

In the performance of the Services, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required under this Agreement.

4. **Compensation.** Subject to any limitations set forth below or elsewhere in this Agreement, the District agrees to pay Contractor the amounts specified in **Exhibit B** "Compensation". The total Compensation, including reimbursement for actual expenses, shall not exceed \$23,036, unless additional compensation is approved in writing by the District.

5. **Required Documents.** Contractor shall not commence work under this Agreement until it has completed, signed and submitted this Agreement and the documents and Certificates identified by the District on **Exhibit C**

6. **Method of Payment; Expenses.** Payment of undisputed amounts due for Services actually completed to the satisfaction of the District will be made within 60 days after the District receives a satisfactory invoice from Contractor. Invoices shall not include any Services previously paid by the District and must be in form and

content satisfactory to the District. No compensation will be paid for any Services or work not approved by the District under this Agreement. No final payments shall be authorized until all reports have been rendered to and approved by the District.

The District shall not be liable to Contractor for any costs or expenses incurred by Contractor except to the extent pre-approved in writing by the District and verified and supported by adequate records satisfactory to the District. Materials required to complete the Services shall be provided by Contractor, except as otherwise specified in a writing signed by the District and Contractor concurrently with or after the delivery of this Agreement.

7. Incorporation of Recitals, Exhibits and Attachments. All exhibits and attachments to this Agreement, including any “required documents” specified above, are incorporated as if fully set forth herein as are all other documents incorporated by reference (including the Proposal) but all such documents are subordinate to this Agreement and in the event of inconsistency or conflict this Agreement controls unless otherwise specified in a writing signed by the District.

8. Indemnification. To the fullest extent allowed by law, Contractor shall hold harmless, indemnify and defend the District and its Board members, officers, agents, representatives and employees (collectively, “indemnified parties”) from any and all claims, demands, losses, liabilities, claims, suits and actions (collectively, “claims”) of any kind, nature and description, including but not limited to personal injury, death, property damage and consultants (and/or attorneys) fees and costs, directly or indirectly, arising or resulting from this Agreement or the performance of the Services (including failure to comply with any standard of care applicable to Contractor or the Services) or any action or inaction done, permitted or suffered by Contractor (or its officers, employees, consultants, subcontractors or agents) in connection with this Agreement, unless the claims are caused by the sole negligence or willful misconduct of the District; provided that, if the applicable law so requires, Contractor’s obligations to indemnify the District may be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor, its officers, employees, consultants, subcontractors or agents. The District has the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties. This provision shall survive the termination of this Agreement.

9. Insurance. Prior to commencing any Services, Contractor shall obtain, and shall maintain in full force and effect during the Term, the following insurance policies, with at least the coverage amounts indicated below:

- (1) To the extent applicable to Contractor and the Services, **Commercial General Liability** (\$1,000,000 per occurrence; \$2,000,000 general aggregate) **and Automobile Liability Insurance** (\$1,000,000) protecting from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments in connection with performance of the Services. (Form CG 0001 and CA 0001, or equivalent).
- (2) If Contractor employs any person to perform the Services, **Workers’ Compensation Insurance** in conformance with all applicable statutory limits; **Employers’ Liability Insurance** (\$1,000,000 per accident or disease).
- (3) If Contractor is providing professional Services, **Professional Liability (Errors and omissions) Insurance** (\$1,000,000 per claim), as appropriate to the Contractor’s profession.

a. **Certificates and Endorsements.** All insurance certificates shall be subject to approval by the District as to form and content. With the exception of professional liability, if any, policies shall be written on an occurrence form. The coverage (except for Worker’s Compensation, Professional Liability or Employer’s Liability insurance) shall be primary and policies or endorsements shall name the District, its Board members, officers, employees, agents and representatives as additional insureds. A clause stating that “At least 30 days prior written notice of cancellation, suspension or reduction” and “At least 10 days notice of cancellation for non-payment” will be given to the District is needed.

b. Contractor shall not perform any Services until after all required coverage has been obtained and provided to and approved by the District. Contractor shall not allow any subcontractor to commence any work under this Contract until the Contractor confirms and verifies that the subcontractor has met the minimum insurance requirements specified herein. The procuring and maintaining of any required insurance coverage shall not in any manner limit or be construed to limit Contractor’s liability hereunder.

10. Termination and Suspension.

- a. **For Cause.** If Contractor fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Contractor 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 Contractor 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 Section III 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.

11. Inspection; Acceptance. The District may, at its discretion, inspect and accept or reject any Services. Acceptance of any Service shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

12. Ownership; Copyright. All data, documents and information provided, created, prepared and/or used in connection with the Services shall be the property of and returned to the District and cannot be used without the District's prior written consent. All reports, specifications, documents, drawings or other materials generated constitute "works made for hire" by or for the District and the District will be the "author" and owner of all such reports under applicable copyright laws.

13. Compliance with Laws. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services. None of the District, its board members, officials, employees or agents shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

Without limiting the generality of the foregoing, to the extent applicable, the ***Fingerprinting/Criminal Background Investigation Certification*** must be completed before any services are performed by Contractor.

(Contractor Initials)

14. Independent Contractor Status. Contractor is and shall remain an independent contractor. Contractor states and affirms that it is acting as a free agent and independent Contractor, maintains a separate business address and that this Agreement is not exclusive. The District is not liable or responsible to Contractor for any payments (other than the Compensation), withholding income or other taxes, salaries, benefits, loss, costs, expenses, injury or damages. Contractor shall be responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement. A 1099 tax form will be provided to Contractor for services rendered at the end of each calendar year.

15. Contractor's Books and Records. Contractor shall maintain and make available to the District or its representatives upon request, any and all documents and records demonstrating or relating to Contractor's performance of the Services for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

16. Confidentiality. Contractor agrees to hold and protect confidential information of the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, as strictly confidential and not disclose any part of it without the prior written permission of the District. Contractor shall not, either directly or indirectly, use any confidential District information for Contractor's own benefit. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provisions of this

Agreement shall survive and remain in full force and effect beyond the termination or expiration of this Agreement.

If it appears that Contractor has disclosed (or has threatened to disclose) such confidential information in violation of this Agreement, the District shall be entitled to an injunction to restrain Contractor from such disclosures and/or from providing services to any party to whom such information has been, or is intended to be, disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

17. Waiver. Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by either party of any breach or default shall not constitute a waiver of any other provision or of any subsequent breach or violation of any provision of this Agreement. Acceptance by the District of any work or services shall not constitute a waiver of any of the provisions of this Agreement.

18. Governing Law; Venue. This Contract shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in the superior courts of Santa Clara County, wherein this Contract shall be deemed to have been executed and Services, Work and products furnished. Any attempt by any Party to remove venue to another jurisdiction or, unless mutually agreed in writing, to federal court, shall constitute a material breach of this Contract.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral with respect thereto.

20. Assignment; Amendment. Contractor obligations under this Agreement shall not be assigned by Contractor without the District's prior written consent. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Contractor and by the District.

21. Attorney Fees. The party prevailing in a claim, dispute, or legal proceeding to enforce or interpret this Agreement shall be entitled to recover, and the other party shall pay, reasonable attorney fees and expenses.

22. Notices. All notices, invoices and other information required under this Agreement shall be in writing and either personally delivered during normal business hours or sent by first-class U.S. mail (certified, return receipt requested), express delivery service, facsimile transmission, or email to the other Party, as follows:

District Representative	Earth Systems Inc. Representative
Name: Alvaro Meza	Name:
Site/Department: District / Business Services	Title:
Address: 7810 Arroyo Circle, Gilroy CA 95020	Address:
Phone: (669) 205-4000	Phone:
Fax:	Fax:
Email: alvaro.meza@gilroyunified.org	Email:

Notice shall be deemed given when received, if personally delivered or faxed (evidence of successful transmission must be retained) or emailed (acknowledgement of receipt of email must be retained), or 3 days after mailing if sent via U.S. mail. Notice of change of address must be given as required herein. Contractor invoices must include the name of the person providing the service, the service performed, the date the service was rendered and the number of hours spent on the work.

23. Authority to Execute. The person executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

GILROY UNIFIED SCHOOL DISTRICT

Earth Systems Inc.

By: _____

By: _____

Title: _____
Date: _____

Title: _____
Date: _____

FOR DISTRICT OFFICE USE

Funding Code: _____

Funding Program: _____

Form approved by District Legal Counsel 5/22/2020

FOR CONTRACTOR TO COMPLETE:

License # _____

State of incorporation or formation: _____

Type of Business Entity:

☒ Corporation

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Company

☐ Other: _____

TIN/SSN: _____

Employer Identification Number and/or Social Security Number

NOTE: The Code of Federal Regulations, Sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number ("EID" or "TIN"). The regulations also provide that a penalty may be imposed for failure to furnish the EID or TIN. To comply with these regulations, the District requires your EID, TIN or SSN, whichever is applicable.

EXHIBIT A
TO AGREEMENT FOR CONTRACTOR SERVICES

SERVICES

- I. Contractor will perform the following Services under the Captioned Agreement:
See Attached Proposal Dated July 14, 2021

- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the District:
See Attached Proposal Dated July 14, 2021

- III. During performance of the Services, Contractor will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

A. Contractor progress report

DUE DATE

Weekly

EXHIBIT B
TO AGREEMENT FOR CONTRACTOR SERVICES

COMPENSATION

- I. The following rates of pay shall apply in the performance of the Services under this Agreement:
See Attached Proposal Dated July 14, 2021
- II. Contractor may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$[N/A] per hour without written authorization from the District Superintendent or her designee.
- III. The District will compensate Contractor for the Services performed upon approval by the District of a valid and complete invoice, in form and substance acceptable to the District. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement or any other document, payment of the invoice does not constitute acceptance of the partially completed work or service. Each invoice is to include:
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all supplies, materials and equipment properly charged to the Services.
 - C. Line items for all travel pre-approved by the District and properly charged to the Services.
 - D. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by the District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by the District and sign-off from District staff, program manager or project manager assigned by the District to supervise the Services.

- IV. The total compensation for the Services shall not exceed \$23,036, as provided in Section 4 of this Agreement.

EXHIBIT C
INSURANCE AND OTHER REQUIRED CERTIFICATES

See attached, copies of the following certificates (Check all required certificates):

X Insurance Certificates and Endorsements

- ☐ General Commercial
- ☐ Automobile
- ☐ Professional
- ☐ Other (*specify*) _____

Fingerprinting/Criminal Background Certification (if potential contact with students)

Tuberculosis Clearance (if potential contact with students)

Worker's Compensation Certificate or Evidence of Sole Proprietorship

X W-9 Form

Conflict of Interest Certification

FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than District staff to come into contact with District students)

Education Code 45125.1 and 49406 require that employees of entities providing certain services to school districts must have a tuberculosis clearance and be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines, in its sole discretion, that Contractor and/or its employees will have limited contact with pupils. Check only one box below and attach the completed Form to the Agreement identified above:

- ☒ Contractor's employees and representatives will have only ***limited contact*** with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the ***fingerprinting and criminal background investigation requirements*** of Education Code section 45125.1 ***shall not apply*** to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

Authorized District Representative Name/Title: _____

Authorized District Representative Signature: _____

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and **Contractor certifies its compliance with these provisions as follows:**

Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents and subcontractor's employees and agents ("Employees") who may have contact with District pupils in the course of providing services pursuant to the Agreement, regardless of whether those Employees are paid or unpaid, concurrently employed or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1.

A ***complete and accurate list of all Employees*** who may come in contact with District pupils during the course and scope of the Agreement is _____ attached hereto, or

_____ shall be provided to the District prior to any Employee having any contact with District pupils, and an updated list of all Employees who may come in contact with District pupils during the course and scope of the agreement shall be provided to the District within 10 days of District request.

- ☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 **District shall ensure the safety of the pupils by (mark all that apply):**

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by _____, an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel. **[To be completed by authorized District employee only.]**

Date: _____

Authorized District Representative Name/Title: _____

Authorized District Representative Signature: _____

I am a representative of the Contractor entering into this Agreement with the District. As such, I am familiar with the facts herein certified and authorized and qualified to execute and deliver this FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION on behalf of Contractor.

Date: _____

Legal Name of Contractor: Earth Systems Inc. _____

Signature: _____

By (Name of signatory): _____

Its (Title): _____

TUBERCULOSIS CLEARANCE

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than District staff to come into contact with District students)

The undersigned does hereby certify to the Board of the District as follows:

1. I am an authorized representative of the Contractor currently entering into this Agreement with the District. As such, I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

2. The following item applies to the Services that are the subject of the Agreement:
 - ☐ The Contractor ensures that each person providing any portion of the Services has submitted to an examination by a physician or surgeon, within 60 days of Board approval of the contract, or if previous contractor to the District, within the last four years, and each such person is free of active tuberculosis.
 - If there is however a positive result, chest x-ray verification is required.
 - Upon the District's request, a complete and accurate list of Contractor's employees and of all of its subcontractors' employees, who may come in contact with District pupils in connection with the Agreement, will be furnished and the date of each person's examination will be included.
 - ☐ The Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

By signing below on behalf of Contractor, I certify that I am an authorized signatory and that the information provided herein is true and accurate. I further certify that during the Term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage an additional employee/agent/volunteer/subcontractor or representative to provide Work or Services under the Agreement, I shall forward this additional information to the District immediately.

Date: _____

Legal Name of Contractor: Earth Systems Inc.

Signature: _____

By (Name of signatory): _____

Its (Title): _____

WORKERS' COMPENSATION CERTIFICATION

(NOTE: This Certification is required for ALL services agreements and public work contracts; Not required in connection with the acquisition of manufactured items not installed by a contractor or in connection with the use of District facilities by a third party not providing services to District)

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ☐ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ☐ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement. (In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

Date: _____

Legal Name of Contractor: Earth Systems Inc.

Signature: _____

By (Name of signatory): _____

Its (Title): _____

CONFLICT OF INTEREST CERTIFICATION; DISCLOSURE OF INTEREST

Contractor shall not make, participate in making, or use the position afforded them by this Agreement to influence, any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

I, the undersigned, am an authorized representative of Contractor and hereby REPRESENT and CERTIFY on Contractor's behalf that neither Contractor, nor any officer or principal of Contractor, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the District or which would in any way hinder Contractor's performance under this Agreement. Contractor further represents that in the performance of this Agreement, no person having any such interest shall be employed by Contractor as an officer, employee, agent or subcontractor without the express prior written consent of the District. Contractor also agrees as follows:

- a.** At all times during the Term, Contractor will avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the District in the performance of this Agreement; and
- b.** If Contractor provides or prepares recommendations for the provision, acquisition or delivery of products or service; then Contractor agrees to provide full disclosure of any financial interest including but not limited to service agreements and/or remarketing agreements that may allow Contractor to materially benefit. Such disclosure may include filing with the District a Statement of Economic Interests (Form 700). Contractor shall also require all consultants or subcontractors who are involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest to file such form with the District; and
- c.** In connection with Paragraph b, above, Contractor agrees to notify the Superintendent, in writing, if Contractor believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Date: _____

Legal Name of Contractor: Earth Systems Inc.

Signature: _____

By (Name of signatory): _____

Its (Title): _____

CONSTRUCTION SERVICES OF JEROME R. ZALINSKI

P.O. Box 36, Gustine, Ca. 95322-0036

Cell (209) 652-9447

Calif. Contractors Lic.# 356114 DSA/ORS Cert.# 2520 OSHPD Cert.# 20814

June 11, 2021

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

Mr. Nadeau

We are pleased to provide you with proposals for inspection services for the new Plaza Project at Gilroy High School in the Gilroy Unified School District. The proposal is based on project set-up; pre-construction preliminaries, on-site construction (3 = Months) and project close out.

Project Description and proposal amount as follows:

Gilroy High School New Plaza Project (3 months)

Project set up and pre-construction preliminaries (included in Admin. Fee)

Inspection of Record services including closeout not to exceed =\$7,000

Total Anticipated budget

 =\$7,000

District to supply each Inspector with a minimum 8ft by 12ft (96 sq. ft.) of office space on project site for Summer projects (10 weeks or less) and 10ft by 300ft (300 sq. ft.) for projects with duration exceeding 10 weeks. With internet connection available in office. Office MUST be left on-site until ALL (includes punch list) work is completed on-site.

Class1 Assistant Inspector will be required per DSA requirements on this project.


Estimates are based on plans, specification and information received on or before the above date. If the schedule duration is extended or accelerated by the School District or the Contactor, or additional work is added to the project scope, additional costs may be incurred by the District under this proposal.

If District, Architect or DSA requires additional coverage on this project the project budget may be reevaluated.

Projects must close out within 90 days of substantial completion/occupancy for projects up to 10 weeks scheduled duration and 180 days of projects exceeding 10 weeks of scheduled duration or addition costs may incur.

This proposal shall be an attachment to any contract issued by the District for the above noted work.

Thank You



Jerome R. Zalinski
 Principal Inspector

GILROY UNIFIED SCHOOL DISTRICT
Gilroy, California

Agreement for Special Services

This Agreement ("Agreement") is entered into by and between the GILROY UNIFIED SCHOOL DISTRICT (the "District") and Jerome Zalinski ("Contractor"). The District and Contractor are the "Parties" and each, a "Party."

RECITALS

Whereas, the District is authorized by Section 20111 of the California Public Contract Code to contract for the furnishing of non-construction services, if the contract amount is no greater than the statutory limit, which is annually adjusted and is \$96,700 during 2021; and

Whereas, the District requires other consultant to render non-construction Services described below; and

Whereas, Contractor represents that it is specially licensed, experienced and competent in performing, and is willing and able to perform, the Services required by the District.

Now, therefore, for good and valuable consideration, and pursuant to the terms and conditions of this Agreement, the Parties agree as follows:

1. **Services.** The Contractor agrees to perform those services described in the Proposal dated May 27, 2021 incorporated herein by reference (the "Proposal"), including specifically those services as needed and requested by the District set forth in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Services"). Proposal The Services include meetings with District staff and review of previous technical documentation. If engineering services are rendered hereunder, the services include but are not limited to, meetings with District staff, review of technical documentation, plan check and inspection services, if appropriate and included, and completion of any reports or documentation described on the exhibits hereto.

Contractor represents and warrants that it (i) is an independent contractor; (ii) if it is incorporated or otherwise formed outside the State of California, it is registered or has legal right to provide services within California; (iii) has the qualifications, experience, and facilities necessary to properly perform the Services in a thorough, competent and professional manner; (iv) has specially trained, experienced and competent personnel to perform the Services; and (v) shall faithfully, competently and to the best of its ability, experience and talent perform all Services.

2. **Term.** Subject to earlier termination as provided below, this Agreement shall remain in effect from the date signed by the District, as indicated in the signature page, to and including June 30th, 2022 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Performance.** Contractor shall commence work on June 11th, 2021 and shall complete the Services within the Term pursuant to the schedule agreed-upon by the Parties. Contractor offers to provide the Services with the due diligence and timeliness necessary to accomplish the work within the required time. Failure to complete any of the Services pursuant to that schedule shall be deemed a default as provided below.

In the performance of the Services, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required under this Agreement.

4. **Compensation.** Subject to any limitations set forth below or elsewhere in this Agreement, the District agrees to pay Contractor the amounts specified in **Exhibit B** "Compensation". The total Compensation, including reimbursement for actual expenses, shall not exceed \$7,000, unless additional compensation is approved in writing by the District.

5. **Required Documents.** Contractor shall not commence work under this Agreement until it has completed, signed and submitted this Agreement and the documents and Certificates identified by the District on **Exhibit C**.

6. **Method of Payment; Expenses.** Payment of undisputed amounts due for Services actually completed to the satisfaction of the District will be made within 60 days after the District receives a satisfactory invoice from Contractor. Invoices shall not include any Services previously paid by the District and must be in form and

content satisfactory to the District. No compensation will be paid for any Services or work not approved by the District under this Agreement. No final payments shall be authorized until all reports have been rendered to and approved by the District.

The District shall not be liable to Contractor for any costs or expenses incurred by Contractor except to the extent pre-approved in writing by the District and verified and supported by adequate records satisfactory to the District. Materials required to complete the Services shall be provided by Contractor, except as otherwise specified in a writing signed by the District and Contractor concurrently with or after the delivery of this Agreement.

7. Incorporation of Recitals, Exhibits and Attachments. All exhibits and attachments to this Agreement, including any “required documents” specified above, are incorporated as if fully set forth herein as are all other documents incorporated by reference (including the Proposal) but all such documents are subordinate to this Agreement and in the event of inconsistency or conflict this Agreement controls unless otherwise specified in a writing signed by the District.

8. Indemnification. To the fullest extent allowed by law, Contractor shall hold harmless, indemnify and defend the District and its Board members, officers, agents, representatives and employees (collectively, “indemnified parties”) from any and all claims, demands, losses, liabilities, claims, suits and actions (collectively, “claims”) of any kind, nature and description, including but not limited to personal injury, death, property damage and consultants (and/or attorneys) fees and costs, directly or indirectly, arising or resulting from this Agreement or the performance of the Services (including failure to comply with any standard of care applicable to Contractor or the Services) or any action or inaction done, permitted or suffered by Contractor (or its officers, employees, consultants, subcontractors or agents) in connection with this Agreement, unless the claims are caused by the sole negligence or willful misconduct of the District; provided that, if the applicable law so requires, Contractor’s obligations to indemnify the District may be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor, its officers, employees, consultants, subcontractors or agents. The District has the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties. This provision shall survive the termination of this Agreement.

9. Insurance. Prior to commencing any Services, Contractor shall obtain, and shall maintain in full force and effect during the Term, the following insurance policies, with at least the coverage amounts indicated below:

- (1) To the extent applicable to Contractor and the Services, **Commercial General Liability** (\$1,000,000 per occurrence; \$2,000,000 general aggregate) **and Automobile Liability Insurance** (\$1,000,000) protecting from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments in connection with performance of the Services. (Form CG 0001 and CA 0001, or equivalent).
- (2) If Contractor employs any person to perform the Services, **Workers’ Compensation Insurance** in conformance with all applicable statutory limits; **Employers’ Liability Insurance** (\$1,000,000 per accident or disease).
- (3) If Contractor is providing professional Services, **Professional Liability (Errors and omissions) Insurance** (\$1,000,000 per claim), as appropriate to the Contractor’s profession.

a. **Certificates and Endorsements.** All insurance certificates shall be subject to approval by the District as to form and content. With the exception of professional liability, if any, policies shall be written on an occurrence form. The coverage (except for Worker’s Compensation, Professional Liability or Employer’s Liability insurance) shall be primary and policies or endorsements shall name the District, its Board members, officers, employees, agents and representatives as additional insureds. A clause stating that “At least 30 days prior written notice of cancellation, suspension or reduction” and “At least 10 days notice of cancellation for non-payment” will be given to the District is needed.

b. Contractor shall not perform any Services until after all required coverage has been obtained and provided to and approved by the District. Contractor shall not allow any subcontractor to commence any work under this Contract until the Contractor confirms and verifies that the subcontractor has met the minimum insurance requirements specified herein. The procuring and maintaining of any required insurance coverage shall not in any manner limit or be construed to limit Contractor’s liability hereunder.

10. Termination and Suspension.

- a. **For Cause.** If Contractor fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Contractor 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 Contractor 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 Section III 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.

11. Inspection; Acceptance. The District may, at its discretion, inspect and accept or reject any Services. Acceptance of any Service shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

12. Ownership; Copyright. All data, documents and information provided, created, prepared and/or used in connection with the Services shall be the property of and returned to the District and cannot be used without the District's prior written consent. All reports, specifications, documents, drawings or other materials generated constitute "works made for hire" by or for the District and the District will be the "author" and owner of all such reports under applicable copyright laws.

13. Compliance with Laws. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services. None of the District, its board members, officials, employees or agents shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

Without limiting the generality of the foregoing, to the extent applicable, the ***Fingerprinting/Criminal Background Investigation Certification*** must be completed before any services are performed by Contractor.

(Contractor Initials)

14. Independent Contractor Status. Contractor is and shall remain an independent contractor. Contractor states and affirms that it is acting as a free agent and independent Contractor, maintains a separate business address and that this Agreement is not exclusive. The District is not liable or responsible to Contractor for any payments (other than the Compensation), withholding income or other taxes, salaries, benefits, loss, costs, expenses, injury or damages. Contractor shall be responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement. A 1099 tax form will be provided to Contractor for services rendered at the end of each calendar year.

15. Contractor's Books and Records. Contractor shall maintain and make available to the District or its representatives upon request, any and all documents and records demonstrating or relating to Contractor's performance of the Services for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

16. Confidentiality. Contractor agrees to hold and protect confidential information of the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, as strictly confidential and not disclose any part of it without the prior written permission of the District. Contractor shall not, either directly or indirectly, use any confidential District information for Contractor's own benefit. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provisions of this

Agreement shall survive and remain in full force and effect beyond the termination or expiration of this Agreement.

If it appears that Contractor has disclosed (or has threatened to disclose) such confidential information in violation of this Agreement, the District shall be entitled to an injunction to restrain Contractor from such disclosures and/or from providing services to any party to whom such information has been, or is intended to be, disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

17. Waiver. Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by either party of any breach or default shall not constitute a waiver of any other provision or of any subsequent breach or violation of any provision of this Agreement. Acceptance by the District of any work or services shall not constitute a waiver of any of the provisions of this Agreement.

18. Governing Law; Venue. This Contract shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in the superior courts of Santa Clara County, wherein this Contract shall be deemed to have been executed and Services, Work and products furnished. Any attempt by any Party to remove venue to another jurisdiction or, unless mutually agreed in writing, to federal court, shall constitute a material breach of this Contract.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral with respect thereto.

20. Assignment; Amendment. Contractor obligations under this Agreement shall not be assigned by Contractor without the District's prior written consent. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Contractor and by the District.

21. Attorney Fees. The party prevailing in a claim, dispute, or legal proceeding to enforce or interpret this Agreement shall be entitled to recover, and the other party shall pay, reasonable attorney fees and expenses.

22. Notices. All notices, invoices and other information required under this Agreement shall be in writing and either personally delivered during normal business hours or sent by first-class U.S. mail (certified, return receipt requested), express delivery service, facsimile transmission, or email to the other Party, as follows:

District Representative Name: Alvaro Meza Site/Department: District / Business Services Address: 7810 Arroyo Circle, Gilroy CA 95020 Phone: (669) 205-4000 Fax: Email: alvaro.meza@gilroyunified.org	Jerome Zalinski Representative Name: Title: Address: Phone: Fax: Email:
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Notice shall be deemed given when received, if personally delivered or faxed (evidence of successful transmission must be retained) or emailed (acknowledgement of receipt of email must be retained), or 3 days after mailing if sent via U.S. mail. Notice of change of address must be given as required herein. Contractor invoices must include the name of the person providing the service, the service performed, the date the service was rendered and the number of hours spent on the work.

23. Authority to Execute. The person executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

GILROY UNIFIED SCHOOL DISTRICT

Jerome Zalinski

By: _____

By: _____

Title: _____
Date: _____

Title: _____
Date: _____

FOR DISTRICT OFFICE USE

Funding Code: _____

Funding Program: _____

Form approved by District Legal Counsel 5/22/2020

FOR CONTRACTOR TO COMPLETE:

License # _____

State of incorporation or formation: _____

Type of Business Entity:

☒ Corporation

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Company

☐ Other: _____

TIN/SSN: _____

Employer Identification Number and/or Social Security Number

NOTE: The Code of Federal Regulations, Sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number ("EID" or "TIN"). The regulations also provide that a penalty may be imposed for failure to furnish the EID or TIN. To comply with these regulations, the District requires your EID, TIN or SSN, whichever is applicable.

EXHIBIT A
TO AGREEMENT FOR CONTRACTOR SERVICES

SERVICES

- I. Contractor will perform the following Services under the Captioned Agreement:
See Attached Proposal Dated May 27, 2021

- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the District:
See Attached Proposal Dated May 27, 2021

- III. During performance of the Services, Contractor will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

A. Contractor progress report

DUE DATE

Weekly

EXHIBIT B
TO AGREEMENT FOR CONTRACTOR SERVICES

COMPENSATION

- I. The following rates of pay shall apply in the performance of the Services under this Agreement:
See Attached Proposal Dated May 27, 2021
- II. Contractor may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$[N/A] per hour without written authorization from the District Superintendent or her designee.
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 - B. Line items for all supplies, materials and equipment properly charged to the Services.
 - C. Line items for all travel pre-approved by the District and properly charged to the Services.
 - D. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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- IV. The total compensation for the Services shall not exceed \$7,000, as provided in Section 4 of this Agreement.

EXHIBIT C
INSURANCE AND OTHER REQUIRED CERTIFICATES

See attached, copies of the following certificates (Check all required certificates):

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- ☐ General Commercial
- ☐ Automobile
- ☐ Professional
- ☐ Other (*specify*) _____

Fingerprinting/Criminal Background Certification (if potential contact with students)

Tuberculosis Clearance (if potential contact with students)

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X W-9 Form

Conflict of Interest Certification

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Education Code 45125.1 and 49406 require that employees of entities providing certain services to school districts must have a tuberculosis clearance and be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines, in its sole discretion, that Contractor and/or its employees will have limited contact with pupils. Check only one box below and attach the completed Form to the Agreement identified above:

- ☒ Contractor's employees and representatives will have only ***limited contact*** with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the ***fingerprinting and criminal background investigation requirements*** of Education Code section 45125.1 ***shall not apply*** to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

Authorized District Representative Name/Title: _____

Authorized District Representative Signature: _____

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and **Contractor certifies its compliance with these provisions as follows:**

Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents and subcontractor's employees and agents ("Employees") who may have contact with District pupils in the course of providing services pursuant to the Agreement, regardless of whether those Employees are paid or unpaid, concurrently employed or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1.

A ***complete and accurate list of all Employees*** who may come in contact with District pupils during the course and scope of the Agreement is _____ attached hereto, or

_____ shall be provided to the District prior to any Employee having any contact with District pupils, and an updated list of all Employees who may come in contact with District pupils during the course and scope of the agreement shall be provided to the District within 10 days of District request.

- ☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 **District shall ensure the safety of the pupils by (mark all that apply):**

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by _____, an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel. **[To be completed by authorized District employee only.]**

Date: _____

Authorized District Representative Name/Title: _____

Authorized District Representative Signature: _____

I am a representative of the Contractor entering into this Agreement with the District. As such, I am familiar with the facts herein certified and authorized and qualified to execute and deliver this FINGERPRINTING/ CRIMINAL BACKGROUND CERTIFICATION on behalf of Contractor.

Date: _____

Legal Name of Contractor: Jerome Zalinski

Signature: _____

By (Name of signatory): _____

Its (Title): _____

TUBERCULOSIS CLEARANCE

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than District staff to come into contact with District students)

The undersigned does hereby certify to the Board of the District as follows:

1. I am an authorized representative of the Contractor currently entering into this Agreement with the District. As such, I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

2. The following item applies to the Services that are the subject of the Agreement:
 - ☐ The Contractor ensures that each person providing any portion of the Services has submitted to an examination by a physician or surgeon, within 60 days of Board approval of the contract, or if previous contractor to the District, within the last four years, and each such person is free of active tuberculosis.
 - If there is however a positive result, chest x-ray verification is required.
 - Upon the District's request, a complete and accurate list of Contractor's employees and of all of its subcontractors' employees, who may come in contact with District pupils in connection with the Agreement, will be furnished and the date of each person's examination will be included.
 - ☐ The Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

By signing below on behalf of Contractor, I certify that I am an authorized signatory and that the information provided herein is true and accurate. I further certify that during the Term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage an additional employee/agent/volunteer/subcontractor or representative to provide Work or Services under the Agreement, I shall forward this additional information to the District immediately.

Date: _____

Legal Name of Contractor: Jerome Zalinski

Signature: _____

By (Name of signatory): _____

Its (Title): _____

WORKERS' COMPENSATION CERTIFICATION

(NOTE: This Certification is required for ALL services agreements and public work contracts; Not required in connection with the acquisition of manufactured items not installed by a contractor or in connection with the use of District facilities by a third party not providing services to District)

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ☐ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ☐ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement. (In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

Date: _____

Legal Name of Contractor: Jerome Zalinski

Signature: _____

By (Name of signatory): _____

Its (Title): _____

CONFLICT OF INTEREST CERTIFICATION; DISCLOSURE OF INTEREST

Contractor shall not make, participate in making, or use the position afforded them by this Agreement to influence, any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

I, the undersigned, am an authorized representative of Contractor and hereby REPRESENT and CERTIFY on Contractor's behalf that neither Contractor, nor any officer or principal of Contractor, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the District or which would in any way hinder Contractor's performance under this Agreement. Contractor further represents that in the performance of this Agreement, no person having any such interest shall be employed by Contractor as an officer, employee, agent or subcontractor without the express prior written consent of the District. Contractor also agrees as follows:

- a.** At all times during the Term, Contractor will avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the District in the performance of this Agreement; and
- b.** If Contractor provides or prepares recommendations for the provision, acquisition or delivery of products or service; then Contractor agrees to provide full disclosure of any financial interest including but not limited to service agreements and/or remarketing agreements that may allow Contractor to materially benefit. Such disclosure may include filing with the District a Statement of Economic Interests (Form 700). Contractor shall also require all consultants or subcontractors who are involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest to file such form with the District; and
- c.** In connection with Paragraph b, above, Contractor agrees to notify the Superintendent, in writing, if Contractor believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Date: _____

Legal Name of Contractor: Jerome Zalinski

Signature: _____

By (Name of signatory): _____

Its (Title): _____

July 27, 2021

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

Subject: Gilroy High School New Tennis Courts, Sand Volleyball and JV Baseball field
 Proposal for Architectural Service

Dear Mr. Nadeau

We are resubmitting this Proposal for architectural service on the subject project. We will honor the terms herein for 30 calendar days from the date of this proposal. The proposal is as follows:

PROJECT UNDERSTANDING

The District has the desire to move the existing tennis courts closer to the core of campus. The tennis courts are on the far side of campus and not easy to access for students. The new location would be to the back side of the new Math Building in the grass field. This would displace the JV baseball field. In addition, the District would like to add three sand volleyball courts in this general location.

The new tennis courts would be eight courts, which Aedis has been told is optimal number of courts for high school tennis matches. A final configuration would be determined once user group meetings are completed. A new ADA ramp will be needed from the adjacent courtyard to the level of the new courts. We recommend that these courts have recreational lighting.

The displacement of the JV baseball field will require both JV and Varsity teams to use the same baseball field. It may not be conducive to do so in the long term, and therefore we are proposing that we include relocating the baseball field into the grass area to the west. This work would include replacing the existing turf and irrigation, new backstops, fencing, dug outs and bull pens, and concrete pads for portable bleachers. We have included a line item option for design of this work with this project.

Due to the construction industries unknowns that we are facing during this pandemic, the effects on the cost of construction are not predictable. We therefore are providing a range for the cost of construction of this project:

Tennis and Volleyball:	\$1.55M - \$1.74M
Relocation of JV Baseball:	\$1.25 M – \$1.5M

Total cost of construction is estimated to be approximately: \$2.8M - \$3.24M

This project will require the following services, which are not included in this proposal, but typically hired directly by the District for this work:

- Topographic and Underground Utility Surveys
- Geotechnical recommendations

- California Storm Water Prevention Pollution Program Qualified SWPPP Developer (typically hired by the contractor).

We anticipate that this project be delivered via the Lease/Lease Back or Design-Bid-Build method and plan to collaborate with a single prime contractor to perform the design and construction of this project.

BASIC SERVICE

We will provide basic design service, which includes the normal landscape, electrical, landscape and civil (excluding off-site work) engineering services, covering the following phases:

Schematic Design Phase

We will review and evaluate the Owner-furnished program as well as schedule and budget requirements. Based on this information, we will prepare Schematic Design documents, which include drawings and a Request for Proposal for building contractors, a Statement of Probable Costs and other appropriate materials.

Design Development

Upon the Owner's approval of Schematic Design documents, we will prepare Design Development documents of sufficient details to fix and describe the size and character of the Project. We will coordinate with the District's selected building manufacturer for implementation of building systems.

Construction Documents

Upon the Owner's approval of Design Phase documents, we will prepare Construction Documents consisting of drawings and specifications, setting forth in detail the requirements for the construction of the Project. On behalf of the Owner, we will seek the appropriate approval from state and local agencies of these documents and will assist the Owner in connection with the Owner's responsibility for filing other required documents. We will review the Contractor's cost estimate, which reflects the scope of work to-date.

We will assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

Construction Phase

Our responsibility to provide Basic Services for the Construction Phase commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The basic service during the construction phase includes review of submittals, periodic site visits during construction, review and processing change orders, certification of construction payment requests and final project inspection. We anticipate the construction timeframe to be approximately 6 months total. If construction extends beyond this timeframe at not fault of the Architect, extended construction services will be billed per the Added Services below.

BASIC COMPENSATION

We have broken the fee into two parts. First, compensation for installation of new tennis courts and volleyball courts. Second, replacement of the JV baseball field. Note if the option for the baseball field is selected, this cost is to provided the design and approval concurrently with the tennis and volleyball courts.

Tennis and Sand Volleyball Courts:	
Fixed Fee	\$217,920.00
Option: Relocate JV Baseball:	
Fixed Fee	<u>\$128,745.00</u>
Total Architectural Fee (Tennis, Sand Volleyball and Baseball):	\$346,665.00

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon standard hourly rates listed in Attachment D of our Master Agreement.

Extended Construction Administrations services will be billed on an hourly basis per the hourly rates listed in attachment D of our Master Agreement.

REIMBURSABLE EXPENSES

Reimbursable expenses are invoiced at 1.10 times actual cost.

PAYMENT SCHEDULE

The payment schedule for basic compensation will be as outlined in our master agreement. Invoices will be submitted monthly based on the percentage of completion of each phase of service.

We ask for your expeditious approval of this proposal. Please do not hesitate to call us if you require additional clarification on any of the above points. Otherwise, we ask that you indicate your acceptance of this Proposal by signing the enclosed copy of this letter, which will become our working agreement, and return an electronic copy to our office.

We thank you for the opportunity to be of service.

Sincerely yours,
AEDIS, Inc.

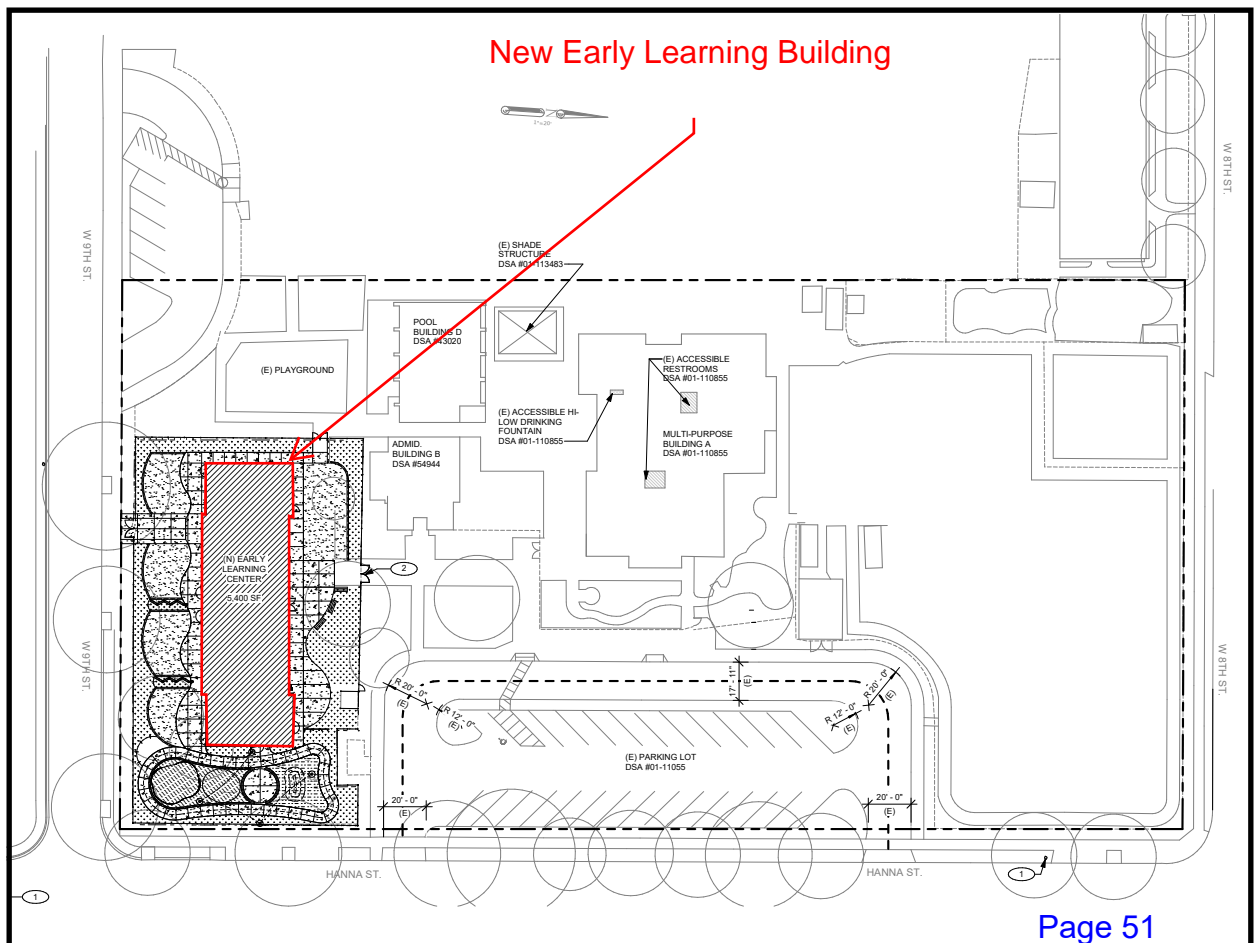
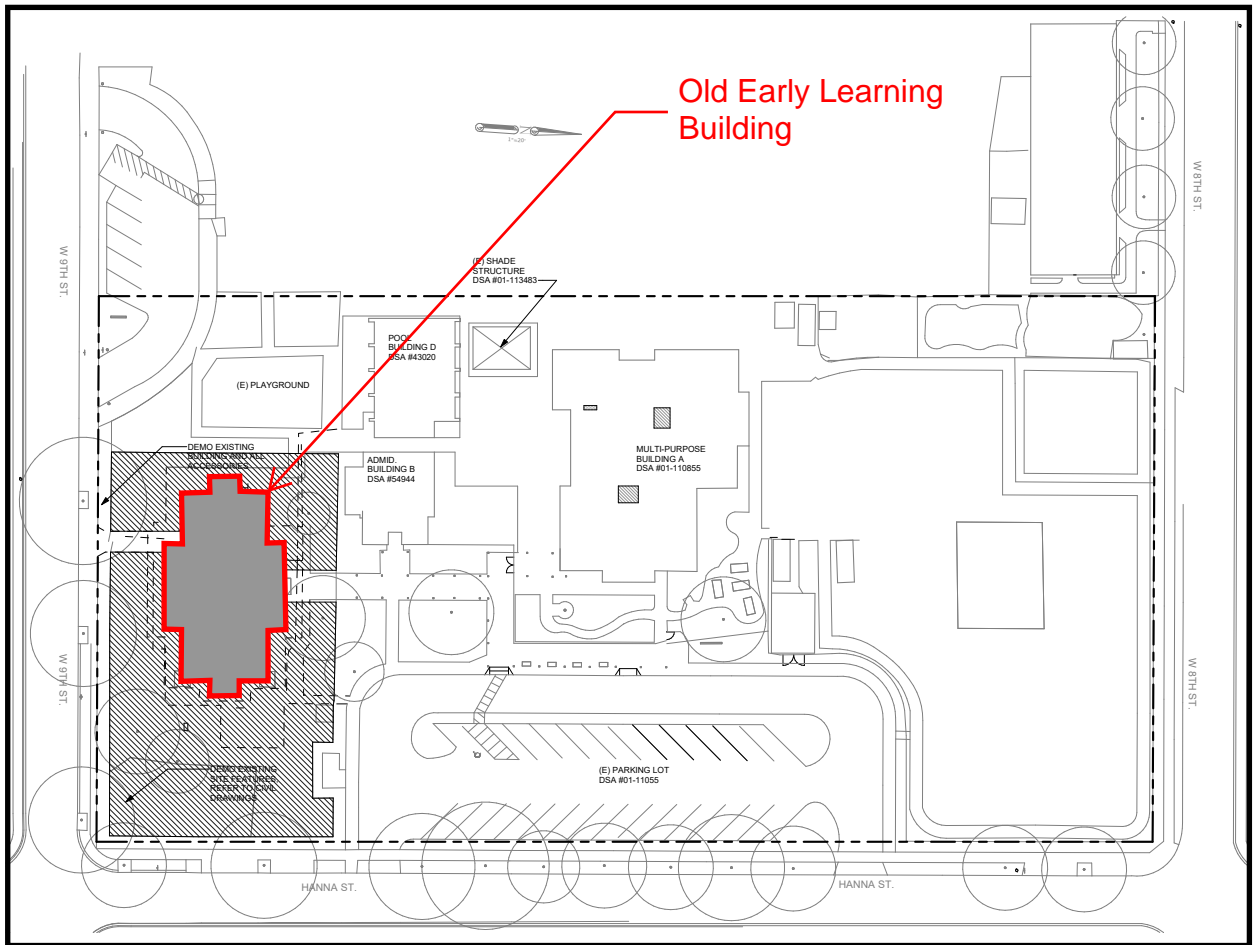


Joe A. Vela, AIA
Managing Principal – Central Valley

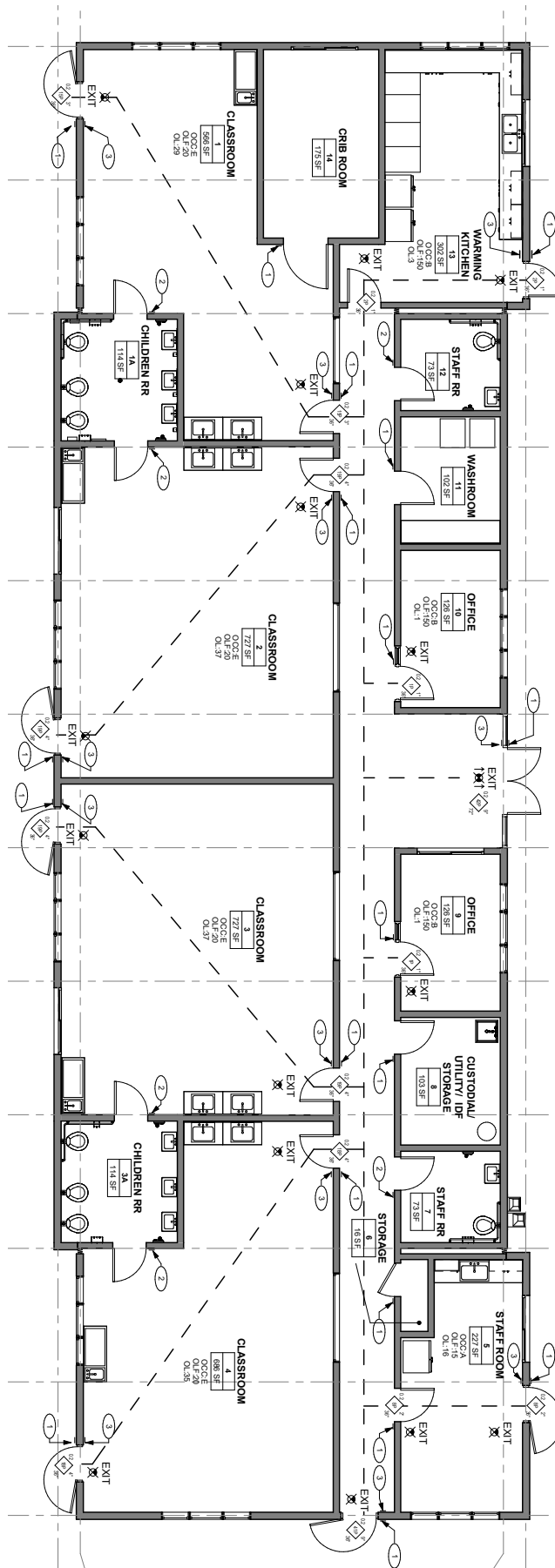
Accepted:

For Gilroy Unified School District

SCCOE is planning to demolish and replace their Early Learning Building. Fig. 1 shows the current location. Fig. 2 (below) shows the footprint of the new building.



This is the building footprint of the newly proposed building. The project has been submitted to the DSA for review and approval. At the time this document was prepared, there was not an established project schedule. SCCOE seeks GUSD approval for the modernization of this facility building.



**Via Email**

May 21, 2021

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

RE: ROYAL WAY – BUFFER AREA

Dear Mr. Nadeau:

As discussed on our call of April 21, 2021, an affiliate entity of Third Millennium Partners (“TMP”) purchased the vacant parcel at the terminus of Royal Way which abuts the high school tennis courts. It was noted that the Gilroy Unified School District (“GUSD”) owns an approximately 24’ wide strip of vacant land that sits between our property line and the fencing for the tennis courts (see Exhibit A). Per our call, we are interested in securing an easement for this strip of land for the length of the common boundary. Please accept this letter as a formal request by TMP to secure an easement based on the below basic structure.

1. GUSD to grant easement to TMP and subsequent HOA. As Grantor, GUSD will maintain all rights to the easement area.
2. TMP will design and install landscaping in easement area
3. TMP/HOA will maintain easement area (excluding tennis court fencing)
4. TMP/HOA will indemnify GUSD and add GUSD as additional insured on TMP/HOA insurance policy
5. TMP/HOA will provide GUSD with access over easement area for necessary maintenance to tennis courts/fencing/school facilities
6. GUSD to approve landscape plan for easement area. Approval shall not be unreasonably withheld.
7. TMP will reimburse GUSD for any costs related to drafting, review, and recordation of the easement/agreement. Reimbursement amount not to exceed \$1,000 without permission from TMP.

It is our hope that the above terms provide enough structure to initiate an interactive dialogue with the District on our request. Please call me at (408) 960-8010 if you have any questions or require additional information.

Sincerely,

Michael Cady

Exhibit A
Proposed Easement Area





HOHBACH-LEWIN, INC. *STRUCTURAL & CIVIL ENGINEERS*

"Timely Solutions Based On Timeless Principles"

June 18, 2021

Gilroy USD
Paul Nadeau, paul.nadeau@gilroyunified.org
Director of Facilities Planning & Management

Project: Gilroy Unified Bus Maintenance Facility
Structural evaluation
Hohbach-Lewin Project 15608B

Subject: Proposal for Structural Engineering consulting services

Paul:

I am submitting this proposal to provide structural engineering consulting services at the behest of Joe Vela of Aedis Architects. From my initial discussions with Joe and my subsequent discussions with you in our recent phone conversation I understand that you are interested in having us perform a structural evaluation of the district's bus maintenance facility shown in the key plan below.



Key Plan

PRINCIPALS:

DOUGLAS HOHBACH	S.E.
DAN LEWIN	S.E.
JOAQUIM ROBERTS	S.E.
ANTHONY LEE	S.E.
VIKKI BOURCIER	S.E.
SAM SHIOTANI	S.E.
LES TSO	S.E.

ASSOCIATE PRINCIPALS:

KEVIN MORTON	S.E.
STUART LOWE	S.E.
MICHAEL RESCH	S.E.

SENIOR ASSOCIATES:

VICKY RUNDORFF	S.E.
GREG RODRIGUES	S.E.
EDDIE HUI	S.E.
MIKE DAVIES	S.E.
STACY GADDINI	S.E.

ASSOCIATES:

BRIAN HO	S.E.
PHYLLIS MAK	S.E.
MICHAEL MORGAN	P.E.
MOHAMED IBRAHIM	S.E.
MOLLY SOUKHASEUM	S.E.

CE DEPT MANAGER:

BILL HENN

Although we have not yet visited the site, we understand that the Building 1 is a cluster of three single story buildings which were constructed independently. The middle building interlinking the three structures is of the most recent construction and was purportedly built circa 2000. The age

Paul Nadeau
June 18, 2021

of the original two buildings is not precisely known but is presumed to have been built within the last sixty years or so. Drawings documenting the structural features of these structures are presumed to be unavailable.

Building 2 is a single-story, steel framed pre-manufactured metal building presumed to be of relatively recent vintage (constructed within the last 25 years or so). Drawings documenting the structural features of this building are not currently available but may exist within the district archives.

Building 3 is a single-story, wood framed building currently housing maintenance facility offices and a pre-k daycare center. The building is of unknown vintage but was presumably constructed within the last sixty years. The building has an elevated wood framed floor constructed over a crawl space. We understand that there are particular concerns regarding the conditions of the first level framing.

Upon our authorization we will provide a qualitative structural evaluation of buildings 1,2 and 3. This evaluation will be based on our review of available documentation and our visual review of structural features which are readily exposed to view. The focus of this evaluation will be to determine the structural integrity of the existing buildings particularly as it relates to expected seismic resistance capabilities. Any perceived structural hazards warranting furthermore detailed investigation and/or possible remediation measures will be identified. If deemed appropriate, a conceptual description of the likely most cost-effective remediation measures will be developed. The results of our efforts will be summarized in a report.

We propose to provide the above-described services on a labor and expenses basis for a NTE fee of \$15,000.

In addition to the terms contained within this proposal letter, unless specifically and mutually agreed otherwise, all provisions contained within the attached General Conditions shall apply. This proposal letter and the General Conditions constitute our Basic Service Agreement. If the above quoted terms are acceptable to you, this letter and the attached General Conditions can constitute our contract to provide professional services as well as our authorization to proceed. To execute this agreement, please sign below where indicated.

Please contact me with any questions or comments. We are looking forward to assisting you on this project.

Sincerely,

General Conditions and proposal



Accepted By: _____

Dan Lewin, S.E.
Principal

General Conditions





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

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

ORDER
INFORMATION

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
358-RDP	46" Round Table, Perforated Burgundy Top/Seats Powder-Coated Dark Grey Frame	197	2	\$1,471.00	\$2,942.00
238HS-PR8	8' Single Sided Extra Heavy Duty ADA Table, Perforated Rolled Edge Burgundy Top/Seats Powder-Coated Dark Grey Frame	303	1	\$1,510.00	\$1,510.00
98300231	WINDMASTER 7-1/2' Fiberglass Market Umbrella With 1-1/2" Aluminum Pole - Charcoal Gray	21	2	\$394.00	\$788.00
US600617	Table Umbrella Base With 10" Stem - Black	40	2	\$86.00	\$172.00
Additional Delivery Services <input checked="" type="checkbox"/> Phone Call Service <input checked="" type="checkbox"/> Liftgate Service ?		Subtotal \$5,412.00			
		<input type="checkbox"/> Tax Exempt / For \$493.86			
		Resale			
		Shipping \$998.74			
		Grand Total \$6,904.60			

Bill To:

Ship To:

First Name*	Marissa	First Name	Marissa
Last Name*	Van Patten	Last Name	Van Patten
Company		Company	
Address 1*	7810 Arroyo Circle	Address 1*	7800 Carmel Street
Address 2		Address 2	
City*	Gilroy	City*	Gilroy
State*	California	State*	California
Zip Code*	95020	Zip Code*	95020
Country*	United States ▼	Country*	United States ▼
Phone*	408-612-2720	Phone	408-612-2720
Fax		Fax	
Email*	marissa.vanpatten@gilroyunified.org	Email*	marissa.vanpatten@gilroyunified.org
<div>Copy >></div>		<div>Calculate Tax</div>	

Enter Any Special Instructions

Art Miranda
Estimator

510-438-6500
artm@dryco.com

Dan Mcualiffe
Gilroy Unified School District

(408) 842-8297
dan.mcauliffe@gusd.k12.ca.us



DRYCO PROPOSAL CONTRACT

Proposal #: 017890A

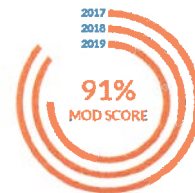
Gilroy Unified School District

Prepared for:
Dan Mcualiffe

Date Prepared:
7/16/2021

DRYCO 3R RELIABLE
RESPONSIBLE
RESULTS-DRIVEN

DRYCO INCIDENT RATE



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

PROPOSAL CONTRACT

Proposal #: 017890A
 Customer: Gilroy Unified School District
 7810 Arroyo Cir
 Gilroy, CA 95020
 Attn: Dan Mcualiffe
 Bus: (408) 842-8297
 Mob: (408) 710-8480
 Email: dan.mcauliffe@gusd.k12.ca.us
 Fax: (408) 848-6424

Date: 7/16/2021
 Est. Code: GilroyHS- Tennis Crt-TC
 Job Site: Gilroy High School
 750 W. Tenth St.
 Gilroy, CA 95020
 Job Contact: Dan Mcualiffe
 Bus: (408) 842-8297
 Mob: (408) 710-8480
 Email: dan.mcauliffe@gusd.k12.ca.us
 Fax: (408) 848-6424



Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal. Our proposal is based on a site visit conducted on July 2021. Indicated below is our proposed scope of work.</p> <p style="text-align: center;">TENNIS COURT RESURFACING:</p> <p>LS Mobilization/Job Set: Transport all necessary equipment and provide labor to complete proposed scope of work. Includes job site supervision, barricades, temporary fencing, and facilities required to construct our scope of work. Tailgate safety meeting to be conducted daily.</p> <p>43,500 SF Asphalt Overlay: Grind asphalt along court perimeter. Off-haul and dispose of debris. Apply tack oil. Supply place and compact hot mixed asphalt over existing asphalt. (1-1/2" Depth)</p> <p>LS Prepare Court Surface: Thoroughly clean the entire court surface. Flood court to identify and mark low areas and spot-level using standard patch binder mixture. Treat and fill cracks with Crack Filler. Apply acrylic resurfacer to refine leveling process prior to color coats.</p> <p>43,500 SF Colored Court Surfacing: Apply THREE coats of colored court surfacing per manufacturer's recommendations. (TWO Colors). Layout for court lines. Paint court lines.</p> <p>7 EA New Nylon Nets: Salvage existing net posts. Supply and install new nylon nets. Includes net tie down anchor.</p> <p>2 EA Bleachers: Fine grade, scarify and compact native soils at designated bleacher locations. Finegrade areas level and to for drainage. Supply and install bleachers. (Match Existing)</p> <p>LS Tennis Wall: Refasten existing wood veneer to structural framing of wall. Remove and replace damaged wood veneer. Includes painting. Match Existing color.</p> <p>LS Adjust Fencing & Gates: Adjust gates and fencing to new elevations. Repair existing fencing and plumb railings. Includes installing bottom railing at service lines.</p> <p>1,000 LF Wind Screen: Remove and replace existing wind screen. Windscreen to be 10FT tall sections. Color to be determined.</p> <p>300 SF Concrete Ramps/Landing: Saw-cut, demolish, and remove areas of failed concrete. Excavate and off haul debris. Scarify and compact subbase. Place and compact recycled class II aggregate baserock. Form, set reinforcing steel, and install expansion joints. Pour and finish concrete slab with standard finish. Off-haul and dispose of debris.</p>

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

Proposal #: 017890A
 Customer: Gilroy Unified School District
 7810 Arroyo Cir
 Gilroy, CA 95020
 Attn: Dan Mcqualiffe
 Bus: (408) 842-8297
 Mob: (408) 710-8480
 Email: dan.mcauliffe@gusd.k12.ca.us
 Fax: (408) 848-6424

Date: 7/16/2021
 Est. Code: GilroyHS- Tennis Crt-TC
 Job Site: Gilroy High School
 750 W. Tenth St.
 Gilroy, CA 95020
 Job Contact: Dan Mcqualiffe
 Bus: (408) 842-8297
 Mob: (408) 710-8480
 Email: dan.mcauliffe@gusd.k12.ca.us
 Fax: (408) 848-6424



Quantity	Description
	<p>NOTES & CLARIFICATIONS:</p> <ol style="list-style-type: none"> Proposed work to be completed during weekdays and regular hours Work area to be cleared off all obstructions. Parking to be provided for 1 crew truck Material to be mixed on site. It is anticipated to take 4-5 working days to complete proposed scope of work. Prevailing Wages Included <p>SPECIFIC EXCLUSIONS: Permits and Inspection Fees, Engineering, Any Utility Work, Equipment, Asphalt Paving, Basketball Equipment Temporary Fencing and Security</p> <p>OPTION: Resurface Only Two Courts = \$ 25,285.00</p>

DRYCO's Authorized Representative:


 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$334,637

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

Customer Signature:

 Gilroy Unified School District

Date: _____

Payment Terms: DUE UPON RECEIPT OF INVOICE

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

DRYCO TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, such as weather, etc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

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

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

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

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

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

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

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

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

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

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

The Best Warranty/Guarantee in the Business.

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

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











City Canvas

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

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

Phone: 408-710-8480
Mobile:

February 20, 2019

RE: Estimate # 37321 Prepared by: CC, Dion

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

Group costs:

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

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

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

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

For a total price including tax and installation: \$0.00

To proceed, an advance payment is requested of: \$0.00

Balance of payment is due upon installation/delivery.

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

Customer _____

Salesman _____

Dated _____

Dated _____

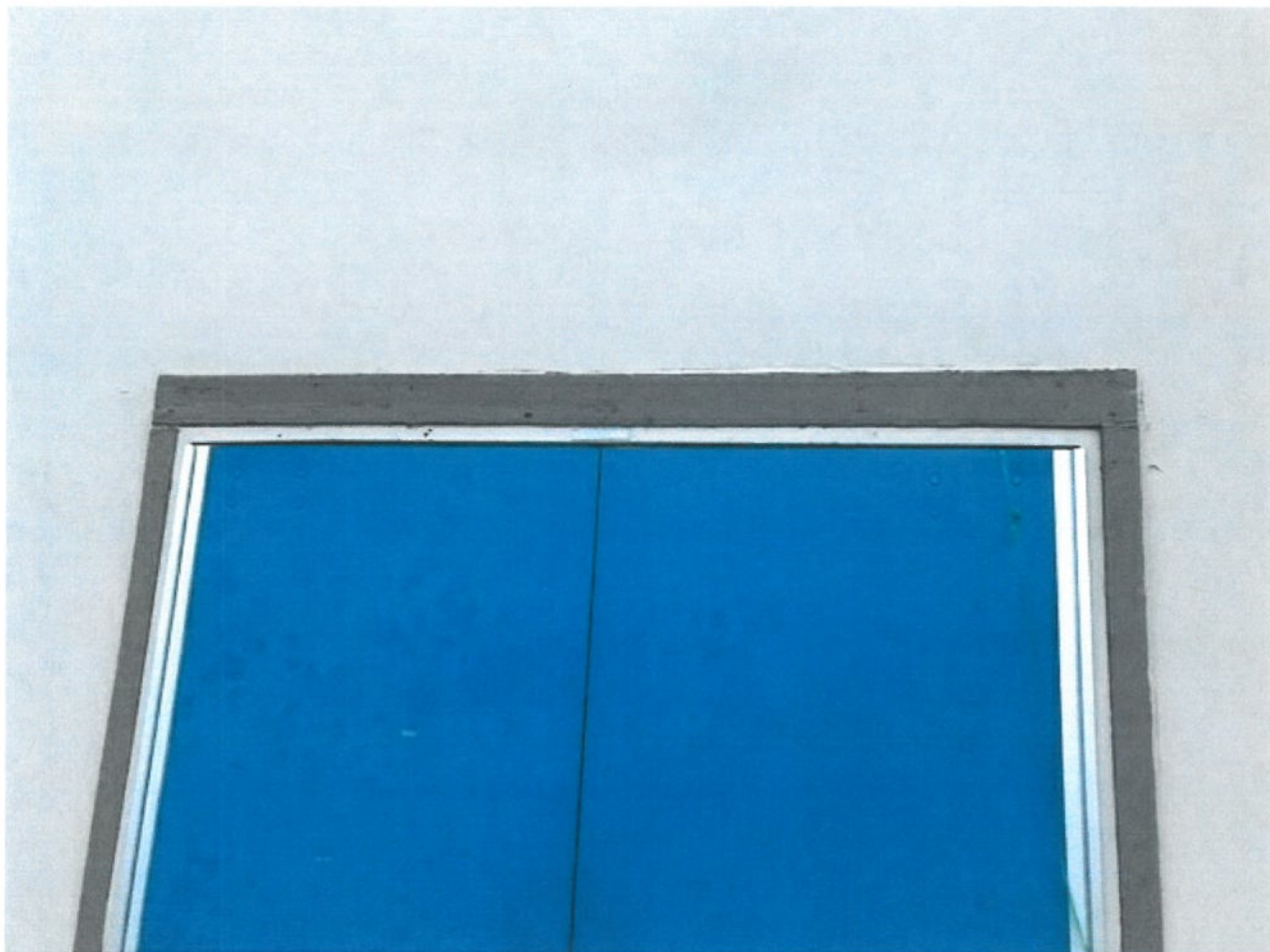
This proposal may be withdrawn if not
accepted within Sixty (60) days.

California State Contractor's
License #729517 & #878861















Dan McAuliffe <dan.mcauliffe@gilroyunified.org>

S/N 45941507 - 9300 Wren Ave - Repair options

1 message

Luke D. Teyler <LDTeyler@petersonpower.com>

Thu, Jul 15, 2021 at 4:01 PM

To: "dan.mcauliffe@gusd.k12.ca.us" <dan.mcauliffe@gusd.k12.ca.us>

Cc: "Charles E. Schalk" <CESchalk@petersonpower.com>

Hi Dan,

At the recent service, our technician wrote up a number of parts that need replacement but the main one is the radiator.

A new Cummins radiator is \$1,156.94 but it has a 6-month lead time coming from Belgium. This scope of work is the first quote and can be done in one day.

To repair the current radiator, Pankey's gave a maximum estimate of \$3,800 and minimum estimate of \$1,810 depending on the condition/materials of the radiator. This scope of work is the second quote and will take approximately a week because Pankey's needs 2 - 4 days for their repair.

Let me know which option you would like to move forward with.

Thank you

Luke Teyler

Inside Sales Representative

Peterson Power Systems

Cell - 510-418-7056

Email - ldteyler@petersonpower.com

2 attachments**PSQ_2101246_1st_option.pdf**

11K

**PSQ_2101346_2nd_option.pdf**

11K



Peterson Power Systems, Inc.
2828 TEAGARDEN ST
SAN LEANDRO, CA 94577
800-963-6446

Quote #2101246 - 1

**OPTION 1 NEW*

GILROY UNIFIED SCHOOL DIST-MAINTENANCE DEPT
MAINTENANCE DEPT ACCOUNTS PAYABLE 7810 ARROYO CIRCLE
GILROY 95020

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
2655900	DAN MCAULIFFE	408 842 8297		
Quote NO.	P.O. NO.	DATE	EMAIL	
2101246		7/15/2021	dan.mcauliffe@gusd.k12.ca.us	
MAKE	MODEL	SERIAL NO.	UNIT NO.	SMU
CU	4B3.9-G2	45941507	ANT D BRA	335
DESCRIPTION:				
45941507-CU-RADIATOR, JWH, AIR FILTER, FUEL LINES, AND BULB				

SEGMENT: 01 REPLACE PARTS

PETERSON POWER SYSTEMS WILL PERFORM THE FOLLOWING SERVICES:

- 1)LOCK OUT / TAG OUT EQUIPMENT AS REQUIRED
- 2)DRAIN COOLANT
- 3)REMOVE RADIATOR
- 4)INSTALL NEW RADIATOR
- 5)REPLACE BLOCK HEATER
- 6)FILL WITH NEW COOLANT
- 7)REPLACE AIR FILTER
- 8)REPLACE FUEL LINES
- 9)REPLACE CONTROL PANEL "NOT IN AUTO" INDICATOR LIGHT BULB
- 10)REMOVE LOCK OUT / TAG OUT TO VERIFY REPAIR

NOTE: WORK IS QUOTED TO BE PERFORMED DURING NORMAL BUSINESS HOURS, MON- FRI 7:00AM-3:30PM.

NOTE: WORK OUTSIDE THE SCOPE OF THIS QUOTE IS SUBJECT TO ADDITIONAL COST AT TIME AND MATERIAL RATES.

NOTE: RADIATOR HAS A 6 MONTH LEAD TIME COMING FROM BELGIUM AND COSTS \$1,156.94.

Parts

Total Parts: 1,439.18

Labor**Total Labor:** 3,248.00**Misc****Total Misc:** 495.44**Total Segments:** 5,182.62**SUB TOTAL (BEFORE TAXES)**

5,182.62

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30.
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME.: from start date

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.**

Date ____/____/____.

Signature

Any Questions? Please Call Luke Teyler at 510-418-7056.

Terms and Conditions

The purchases of goods and/or services sold by Peterson Power Systems, Inc. (PPSI) are subject to the PPSI terms and conditions available at Seller's website (<http://www.petersonpower.com/about/terms/peterson-power-systems-inc-customer-service-agreement-terms-and-conditions>) PPSI reserves the right to modify their terms and conditions at any time without prior notice and the current version shall supersede all prior versions upon posting to Seller's website.



Peterson Power Systems, Inc.
2828 TEAGARDEN ST
SAN LEANDRO, CA 94577
800-963-6446

Quote #2101346 - 1

*OPTION 2 RE-BUILD

GILROY UNIFIED SCHOOL DIST-MAINTENANCE DEPT
MAINTENANCE DEPT ACCOUNTS PAYABLE 7810 ARROYO CIRCLE
GILROY 95020

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
2655900	DAN MCAULIFFE	408 842 8297		
Quote NO.	P.O. NO.	DATE	EMAIL	
2101346		7/15/2021	dan.mcauliffe@gusd.k12.ca.us	
MAKE	MODEL	SERIAL NO.	UNIT NO.	SMU
CU	4B3.9-G2	45941507	ANT D BRA	335
DESCRIPTION:				
45941507-CU-REPAIR RADIATOR AND REPLACE PARTS				

SEGMENT: 01 REPLACE PARTS

PETERSON POWER SYSTEMS WILL PERFORM THE FOLLOWING SERVICES:

FIRST DAY

- 1)LOCK OUT / TAG OUT EQUIPMENT AS REQUIRED
- 2)DRAIN COOLANT
- 3)REMOVE RADIATOR
- 4)REPLACE BLOCK HEATER
- 5)REPLACE AIR FILTER
- 6)REPLACE FUEL LINES
- 7)REPLACE CONTROL PANEL "NOT IN AUTO" INDICATOR LIGHT BULB
- 8)TAKE RADIATOR TO PANKEY'S IN HAYWARD FOR REPAIR/REBUILD

SECOND DAY

- 1)TAKE REPAIRED RADIATOR BACK DOWN TO GILROY
- 2)INSTALL RADIATOR INTO PLACE
- 3)FILL WITH NEW COOLANT
- 4)LOCK OUT / TAG OUT TO VERIFY REPAIRS

NOTE: RADIATOR WILL BE AT PANKEY'S FOR AN ESTIMATED 2 - 4 DAYS.

NOTE: PANKEY'S MAXIMUM REPAIR ESTIMATE IS \$3,800 AND MINIMUM REPAIR ESTIMATE IS \$1,810.

NOTE: WORK IS QUOTED TO BE PERFORMED DURING NORMAL

BUSINESS HOURS, MON- FRI 7:00AM-3:30PM.
NOTE: WORK OUTSIDE THE SCOPE OF THIS QUOTE IS
SUBJECT TO ADDITIONAL COST AT TIME AND MATERIAL
RATES.
NOTE: THIS QUOTE DOES NOT INCLUDE A RENTAL
GENERATOR. IF ONE IS NEEDED, ADDITIONAL COSTS WILL
APPLY.

Parts**Total Parts:** 282.24**Labor****Total Labor:** 3,924.00**Misc****Total Misc:** 4,246.18**Total Segments:** 8,452.42**SUB TOTAL (BEFORE TAXES)**

8,452.42

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30.
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME.: from start date

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.****Date** ____/____/____._____
Signature**Any Questions? Please Call Luke Teyler at 510-418-7056.****Terms and Conditions**


The purchases of goods and/or services sold by Peterson Power Systems, Inc. (PPSI) are subject to the PPSI terms and conditions available at Seller's website (<http://www.petersonpower.com/about/terms/peterson-power-systems-inc-customer-service-agreement-terms-and-conditions>) PPSI reserves the right to modify their terms and conditions at any time without prior notice and the current version shall supersede all prior versions upon posting to Seller's website.



PPSI Generator Inspection rev2

PM

6 1 50 9

Inspection Number	6273239	Serial Number	45941507
Make	CUMMINS	Model	4B3.9-G2
Customer Name	Gilroy Unified School District	Equipment Family	4B3.9-G2
Customer Phone	408.842.8297	Asset ID	ANT D BRA
Customer Email	dan.mcauliffe@gusd.k12.ca.us	SMU	333.4 Hours
Completed On	6/26/2021 6:25:28 AM	Work Order	2402847
Inspector	Nicholas Clausen	PDF Generated On	6/26/2021
Coordinates	0, 0, 0		
Technician			

General Info & Comments

- General info/Comments** ACTION
Comments: Performed Annual PM2 service, PM3 service, battery replacement, 2 hour load bank test, fuel tank alarms test, and top off fuel level. See report details for items needing attention.

Red - Cooling System

- 1.5 Condition of Radiator- External & Internal** ACTION
Comments: Radiator core leaking coolant, recommend replacing/repairing radiator.

Architectural Systems

P.O. Box 1092
 San Martin, CA 95046 US
 (408) 837-7689
 cynthiaf@as-inc.com
 www.as-inc.com



Estimate

ADDRESS

Gilroy School District

ESTIMATE # 5344

DATE 06/09/2021

ACTIVITY	QTY	RATE	AMOUNT
Rucker Elementary School 325 Santa Clara Ave, Gilroy, CA 95020 Gilroy Unified School District Attn: Dan McAuliffe This Estimate is based off a Job Walk with Dan McAuliffe			
GATE AREA #1	1	18,745.00	18,745.00
Removal and Off-Haul of (2) EA. Existing Gate Leafs Removal and Off Haul of (2) EA. Existing Fence Panels Installation of (4) EA. 4"x4" Posts, Sleeved over and Welded to Existing Posts for 6' Height Installation of (1) EA. Cored Center 3"x3" Post Installation of (2) EA. 6'-0" High x 38" Wide Iron Gate w/ Mesh Infill Includes Angle Iron Panic Hardware Plates Installation of Locinox Mammoth Self Closing Hinges Installation of School District Von Duprin Panic Hardware Installation of (2) EA. 6' High Iron Fence Panels All Fence and Gates to be Pre-Galv, Primer Powdercoat and White Powdercoat Finish For Von Duprin Panic Hardware Material Only ADD: \$1,500.00 Each Gate Leaf			
GATE AREA #2	1	21,100.00	21,100.00
Removal and Off-Haul of (2) EA. Existing Gate Leafs Removal and Off Haul of (2) EA. Existing Fence Panels Removal and Off Haul of (4) Existing Posts, Cut Flush, Grinded Smooth and Filled w/ Concrete Installation of (4) EA. 4"x4" Posts, Cored and Set w/ Concrete for 6' Height			

ACTIVITY	QTY	RATE	AMOUNT
Installation of (1) EA. Cored Center 3"x3" Post Installation of (2) EA. 6'-0" High x 38" Wide Iron Gate w/ Mesh Infill Includes Angle Iron Panic Hardware Plates Installation of Locinox Mammouth Self Closing Hinges Installation of School District Von Duprin Panic Hardware Installation of (2) EA. 6' High Iron Fence Panels All Fence and Gates to be Pre-Galv, Primer Powdercoat and White Powdercoat Finish For Von Duprin Panic Hardware Material Only ADD: \$1,500.00 Each Gate Leaf			
GATE AREA #3	1	11,225.00	11,225.00
Removal and Off-Haul of (2) EA. Existing Gate Leafs Removal and Off Haul of (1) EA. Existing Fence Panels Installation of (4) EA. Galvanized Posts, Sleeved or Extended Installation of (2) EA. 6'-0" High x 46" Wide Chain Link Gates w/ Mesh Infill Includes Angle Iron Panic Hardware Plates Installation of Locinox Mammouth Self Closing Hinges Installation of School District Von Duprin Panic Hardware Installation of 6'-0 High Center Chain link Panel For Von Duprin Panic Hardware Material Only ADD: \$1,500.00 Each Gate Leaf			
GATE AREA #4	1	11,410.00	11,410.00
Installation of (4) EA. 5'-0" High x 11'-0" Wide Double Swing Chain Link Gates Includes 2-7/8" Dia. Posts Includes 1-5/8" Dia Framing Includes Locking Cane Bolt Installation of (12) L.F. of 5' High Galvanized Chain Link Fence Includes 2-3/8" Dia. End Posts Includes 1-7/8" Dia. Line Posts Includes 1-5/8" Dia. Top Rail Includes Bottom Tension Wire			
Clarifications: Permits by Others Engineering by Others Underground Utility Locator Company by Others Repair of Unknown Underground Utilities by Others Irrigation Repair by Others Normal Working Days/Hours			

ACTIVITY**QTY****RATE****AMOUNT**

M-F, 7am-4pm
No Overtime Included
Includes Prevailing Wage

Architectural Systems

TOTAL**\$62,480.00**

Any Questions Please Call :

Chris Johnston

408.628.1347

Accepted By

Accepted Date

EFS CONCRETE

Phone: (408) 710-7420
Fax: (408) 683-4120
License #917713 | DTR #1000021413

No. 1 of 1
Date: MAY 29, 2020

PROPOSAL

PROPOSAL SUBMITTED TO		EMAIL	DATE OF PLANS/PAGE #S
G.U.S.O. / Dan McAuliffe		Dan.mcauliffe@usd.k12.ca.us	
PHONE NUMBER	FAX NUMBER	JOB NAME	
408-337-3227		Luigi Aprea (OVER COAT SLURRY SEAL)	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
7810 ARROYO CIR. GILROY, CA. 95020		GILROY CA	

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

LUIGI APREA ELEMENTARY SCHOOL

Areas include entire back of school areas only.

- Slurry coat approx 61,869 SF.
- Remove Debris and weeds from cracks.
- Patch cracks before slurry coat.
- Clean entire area with walk behind hi power blowers to remove Debris and Dust.
- Repair (Ardex) one large existing area of water ponding.

TOTAL COST \$71,149

Note:

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Seventy one thousand one hundred forty nine dollars . dollars **\$71,149**

Payment as follows: Payment in full is expected upon completion

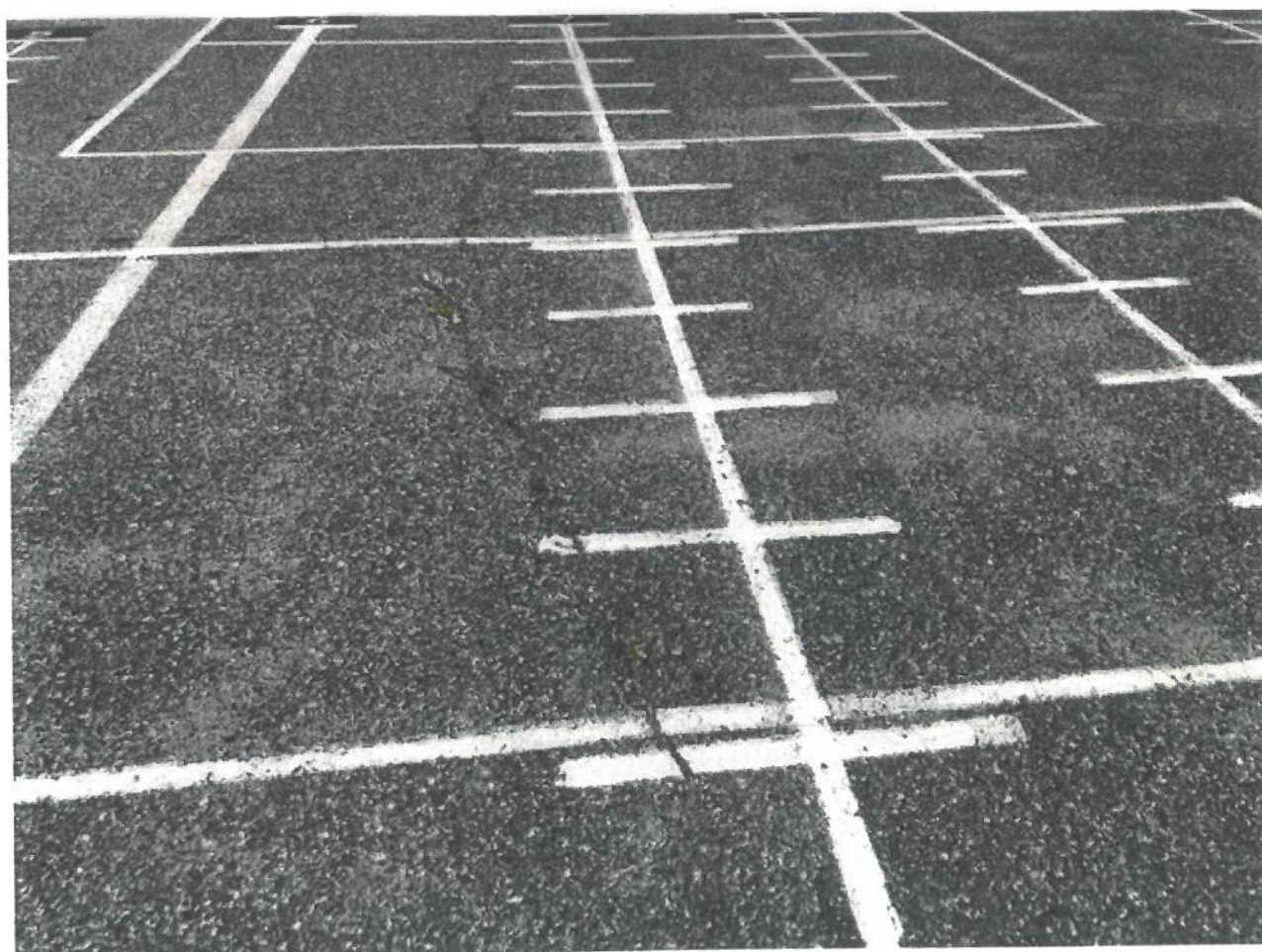
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become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

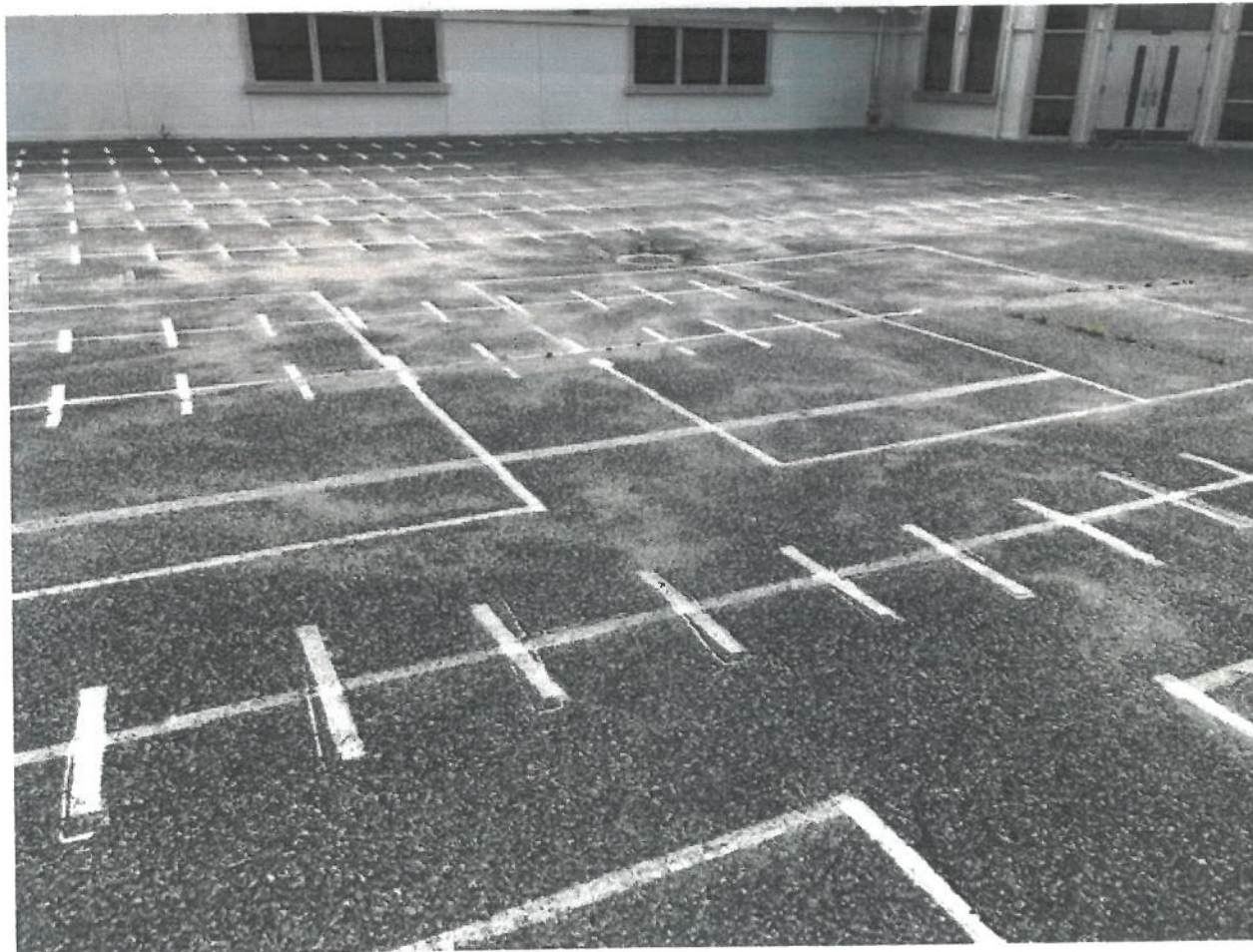
Authorized Signature *Joe Espinoza* Note: this proposal may be withdrawn by us
if not accepted within 10 Days.

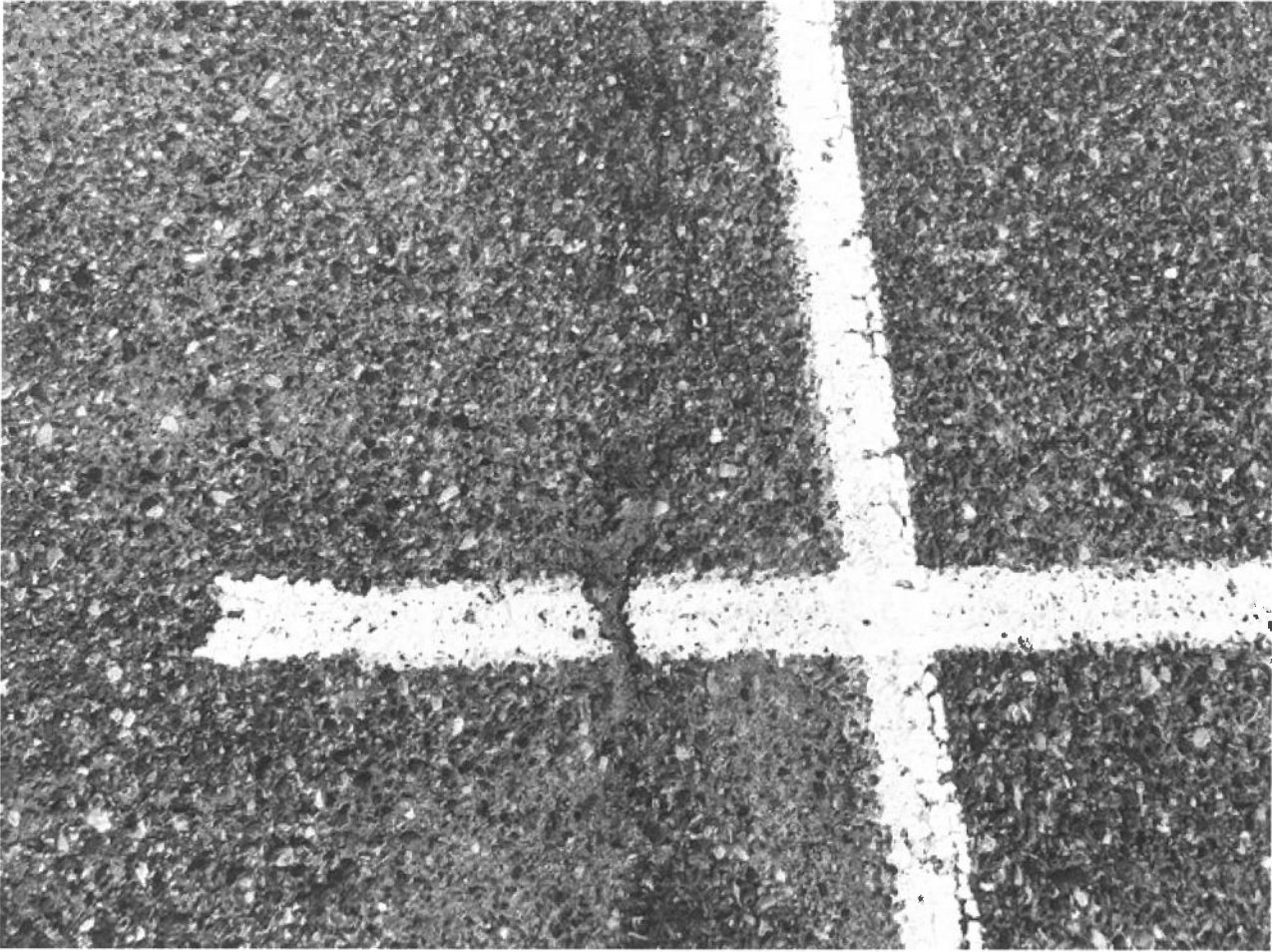
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____
Date of Acceptance _____

efsconcrete2008@yahoo.com | www.efsconcrete.com







Luigi Aperia Playground Area Improvement Project 2019/2020
Luigi Aperia Parent Club

General Scope: Improve blacktop area to promote school spirit and collaborative play.

Budget:

Current funds for playground improvements raised by the Luigi Aperia Parent Club are \$18,802.39. These funds were raised in May of 2014 for the purpose of adding a large playground unit (similar to the one located outside our gates) inside our fenced gates. Funding was insufficient at the time, and currently remains insufficient, to purchase and install a new playground structure for Luigi Aperia. These funds have remained in our Parent Club account allocated to a Playground line item since the 2013/14 school year. At this time, we would like to explore utilizing these funds to improve our current playground/blacktop areas (excluding the basketball courts as they are city owned). We feel these improvements to our school site will improve both safety and positive interactive play for our students for years to come. If our existing funds are not sufficient for this work, we would like to explore a possible funding partnership with GUSD.

Anticipated Schedule:

As this work is occurring outside, we would like to schedule this work to be done during the Spring break (April 2020) to not impact regular school session activities.

Black Top Area Existing Conditions:



Proposed Improvements: Collaborative Play Areas

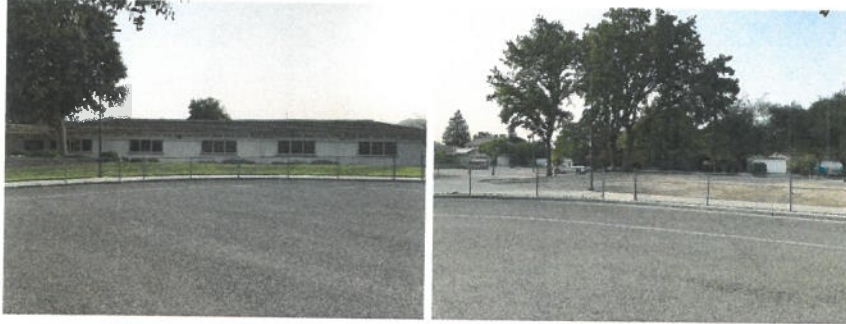
- Walk through will be needed to point out which current lines need to be painted over/removed
- Class lines will need to be redone, additional lines are needed for additional classrooms next year
- Kinder area needs 6 benches removed near playground (safety hazard)
- Paint a globe in center of Kindergarten blacktop area, Paint over “100 squares”
- Move Four square areas to in front of library, paint in primary colors
- Paint hopscotch stencils and tetherball areas with primary colors. Some current hopscotch areas need to be painted over (they are cut off by gates)
- Paint new Luigi Aprea bulldog logo on basketball court center circles (x2)

Vision of what newly painted class lines and games areas look like:



LAPC will be reaching out to local stores seeking playground paint donations: Home Depot, Lowes, Sherwin Williams, Kelly Moore.

Turn Around Area Existing Conditions:



Proposed Improvement: Benches for kids to sit on while waiting for pickup

- Purchase (4) benches for kids to sit on and stand around while waiting for their parents at the roundabout (estimate: \$452 with back; \$271 without) **Cost for (4) benches with backs is \$1808.00 plus tax/shipping.**

Questions for District:

- 1) Can we do the painting as part of a community Day?
- 2) If not, what is the cost of having District employees paint?
- 3) Do we need to hire an artist for the globe in the Kinder area and for the mascots on the basketball court? If so, does the district recommend someone?

Notes for LAPC:

- 1) Suggest that if this project is approved we hold Parent Information Sessions (1-2 in the evening & afterschool) with an outline of what this work is, when it will happen and how they can get involved if we do this as a Community Day event. I feel we need to overly communicate this scope of work so no one feels surprised if we move forward. This is a large chunk of the parents money and I would want folks to really understand what we are doing and the value to all the children (safety at the roundabout and inclusive play on the blacktop areas).



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
 IBC ICC/ANSI 300-2009, Chapter 5

Understructure: Service
 Upgrade
 Surface: **Hazard**

Front, End & Rear Rails: **FAIL**

Deck Gaps: **FAIL**

Aisle ways/Egress: Upgrade



Bleacher replacement recommended



Check, tighten & replace missing frame fasteners



Structural anchors recommended



Cracked/weathered wood boards need to be replaced with all-weather aluminum plank

Code

End and rear rail systems do not meet required 4" gap or 42" height codes

Code

Deck gaps do not meet required 4" gap code



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
IBC ICC/ANSI 300-2009, Chapter 5		
Understructure: Service		Check, tighten & replace missing frame fasteners
Upgrade		Structural anchors recommended
Surface: Hazard		Cracked/weathered wood boards need to be replaced with all-weather aluminum plank
Front, End & Rear Rails: FAIL	Code	End and rear rail systems do not meet required 4" gap or 42" height codes
Deck Gaps: FAIL	Code	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

Facility Indoor & Outdoor Service & Repair Order Sheet

✓ the end column for Services you would like completed

Report #	Facility	Area	Work to be performed	Price	✓
21-22290	Christopher HS, Main Gym	General service, check, adjust and tighten		\$ 2,009	
	Service and Inspection: (6) backstops			\$ 1,194	
	*Install (6) basketball backstop safety straps on retractable backstops			\$ 3,459	
21-22295	Christopher HS, Football Home	General service, check, adjust and tighten		\$ 1,725	
21-22300	Christopher HS, Football Visitor	General service, check, adjust and tighten		\$ 599	
21-22305	Christopher HS, Baseball	No additional service required		Ok	
21-22310	Christopher HS, Softball	No additional service required		Ok	
21-22320	Gilroy HS, Football Home	General service, check, adjust and tighten		\$ 2,330	
21-22325	Gilroy HS, Football Visitor	General service, check, adjust and tighten		\$ 1,318	
21-22330	Gilroy HS, Baseball				
	Hazard/Code: Please contact your FaciliServ representative for more information			-	
21-22335	Gilroy HS, Softball				
	Hazard/Code: Please contact your FaciliServ representative for more information			-	
	Aisle Way and Power Upgrades Available				
	ADA: Add wheelchair spaces to meet requirements			Inquire	
			+ Lift Charge	\$ 300/day	
			+ Mandatory Service Fee	\$ 486	✓
			+ Material sales tax will be added to your invoice	TBD	✓
			TOTAL SERVICE & REPAIR*		

Continue next page



7/26/2021

21-9120 Gilroy HS Gilroy CA Baseball stands 10 R x 21

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

Attention: Dan McAuliffe Maintenance/Operations Manager

Description	Amount
Budget: Deliver and Install : Non Elevated,Non-DSA aluminum frame Outdoor bleachers: (1) non elevated, 10 row x 21' aisle with handrails, guard rails, 2x foot planks, risers, ADA spaces	\$28,290
Tear out and dispose of the existing bleachers	\$3,021
Material Pre-Payment due at the time of the order:	\$20,811
Balance due at completion:	\$10,500
TOTAL:	\$31,311

If you have any questions or concerns, please call Kevin Foley at Phone: 888-963-6526 ext 116
877-994-1715

FX

Signature: _____ Title: _____ PO # _____ Date: _____

California Business License: 101320 PWC Registration No.: 1000037896 Fed tax No.: 27-1645039

Addendums reviewed: NA

Pricing is for budget only, subject to change due to aluminum market price changes. Not Included or Does Not Apply: DSA certification, anchoring, permits, licenses, PE stamped drawings**, state certification submittal, procurement fees or other fees.

Includes Freight and Unloading, sales taxes Bleacher tear out & installation at the same time

Lead time: 16 to 18 weeks estimated

For safety reasons - At the time of service/repair no students or unauthorized personnel shall be present in the gymnasium.
Work will not proceed until area is cleared

1439 W. Chapman Ave. Orange, CA 92868
Sales Consultant Juanita Wilson Phone: 888-963-6526 FX 877-994-1715

GENERAL TERMS & CONDITIONS: Facili-Serv (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 only. 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) Warranty void if work is performed by others during the warranty period. 3) 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. 4) Electrical work does not include the parts or labor to install the power supply to equipment being installed.

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7/26/2021

21-9120 Gilroy HS Gilroy CA Baseball stands 10 R x 21

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

Attention: Dan McAuliffe Maintenance/Operations Manager

Description	Amount
Budget: Deliver and Install : Non Elevated,Non-DSA alumnum frame Outdoor bleachers: (1) non elevated, 10 row x 15' aisle with handrails, guard rails, 2x foot planks, risers, ADA spaces	\$21,989
Tear out and dispose of the existing bleachers	\$3,023
Material Pre-Payment due at the time of the order:	\$16,915
Balance due at completion:	\$8,097
TOTAL:	\$25,012

If you have and questions or concerns, please call Kevin Foley at Phone: 888-963-6526 ext 116
877-994-1715

FX

Signature: _____ Title: _____ PO # _____ Date: _____

California Business License: 101320 PWC Registration No.: 1000037896 Fed tax No.: 27-1645039

Addendums reviewed: NA

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866-281-5337
866-281-5337

M-F 9am-5pm EST



(<http://www.aluminum-bleachers.com>)

THE BEST SEAT IN THE HOUSE!



Tel 866-281-5337 Fax 866-281-5337
email: admin@BuiltRiteBleachers.com
International Calls 860-621-7321



(<http://www.bbb.org/connecticut/business-reviews/sporting-goods-retail/basketball-goalscom-in-southington-ct-87007390#sealclick>)

Bleachers (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)	Picnic Tables (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)	Park Benches (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)	Park Amenities (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)	Playground Equipment (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)	Flooring Options (http://www.aluminum-bleachers.com/commercial-outdoor/index.html)
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Quote Items

	Image	Description	Unit Price	Quantity	Total
Remove		BRB-1021GD	\$12,924.00	1	\$12,924.00
Remove		BRB-1015GD	\$9,569.00	1	\$9,569.00
Sub-Total:					\$22,493.00

Contact Information

Email: *

Telephone: *

866-281-5337
866-281-5337

M-F 9am-5pm EST

☐ Multiquote

Shipping Address

Company: Gilroy Unified School District

First Name: Dan *

Last Name: McAuliffe *

Street Address: 750 W 10th Street

*

Zip Code: 95020 *

City: Gilroy *

State: California ▼ *

Country: United States

Shipping Quote

Get Shipping Quote

We guarantee 100% privacy. Your information will not be shared.

Call Today - We're Standing By!

866-281-5337

Site Information

Site Map (<https://www.aluminum-bleachers.com/sitemap.html>)

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BUILTRITEBLEACHERS.com 5077 Northampton Drive, Fort Myers, FL 33919

GUSD Facilities Subcommittee

Submitted by: Sonia Flores to Dan McAuliffe

Topic: Additional Outdoor Dining Tables (Replacing Old Tables)

Date: July 26, 2021

Cost: \$12,528

Budget Source: GUSD CARES Funds

Timeline: For August 2021

Narrative explanation: GECA is requesting the purchase of 9 square tables for students to eat lunch/brunch upon returning to campus (given the limited capacity of students to eat indoors with social distancing requirements). The school hopes to replace 4 old blue top tables, and add 9 tables that match Gavilan's outdoor dining tables as well (per the school's facilities MOU with Gavilan).

Benefit to the district: Ensure social distancing protocols are in place for indoor dining with additional outdoor seating areas for students and staff, which further ensures the health and safety of all students and staff.

Increased test scores: Better health & safety protocols means students are attending school (with fewer absences); regular attendance assists with increasing test scores.

Facilities implications: The MOU between Gavilan College and GECA indicates permission is needed for any modifications to the GECA campus. Dr. Rose has approved the addition of the tables, with the added note: *"For GECA, they might order in the same color as our current ones, just for symmetry."* The tables would need to have beige top/seats and the frame color would need to be black. The 358-VR model (of the Belson catalog) would be most fitting (see photos of Gavilan's tables below). The 4 old blue tables that are presently on GECA's campus would also need to be removed.





Model # R46P-P | Square Outdoor Pedestal Tables | Traditional Style

Print | Close Window



Due to Limited Raw Material Supply and High Demand—Lead Times are Estimates Only and May Fluctuate.



Your Outdoor Superstore

1-800-323-5664
M-F 8:00am - 4:30pm CT

[Home](#) | [Free Catalog](#) | [About Us](#) | [Contact Us](#) | [FAQs](#) | [Site Map](#)

Square Outdoor Pedestal Tables | Traditional Style

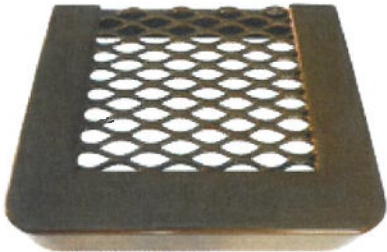


Model R46P-P

Easy to Clean, Portable Outdoor Tables

These Traditional Style outdoor tables have a 4" pedestal frame design, and is perfectly suited for high traffic areas. Seats and tops are made with 3/4" # 9 expanded metal inside 2" x 2" angle iron frame, and have round corners for safety and comfort. The Outdoor Tables come with 46" square tops with a standard 2-1/4" umbrella hole.

Available in any of the color options shown below, the table top and seats are thermoplastic coated with a lightly textured matte **Polyethylene**.



**Expanded Metal
with Round Corners**

Quick Buying Guide

Polyethylene

Accessories

Optional 7-1/2" umbrellas are available in any of the color options shown above, in either a single solid color or a 2-color alternating pattern.



Model R463P-P

Polyethylene - Top/Seats Color Options

mariner blue mystic blue green yellow red burgundy brown clay gray black

Powder-Coated - Frame Color Options (*Matte Metallic Finish)

red orange yellow spring green green ocean blue blue navy royal purple burgundy iced coffee brown

black dark gray white feather gray* silver metallic* silver vein* spartan bronze* matte black* blue vein*

Umbrella Color Options

red red/white yellow yellow/white forest green forest green/white royal blue royal blue/white navy blue navy blue/white white

▼ Item Specific Details Available on Linked Model Numbers Below



Tweet

Thermoplastic Coated Square Outdoor Tables						Qty
R46P-P	4 Seats	Top/Seats Color	▼	Frame Color	▼	(363 lbs) \$1,890.00
R463P-P	3 Seats	Top/Seats Color	▼	Frame Color	▼	(296 lbs) \$1,808.00

7 1/2' Umbrella Steel Pole						Qty
UMB75-P-S	Choose Color	▼			(16 lbs)	\$315.00
UMB75C-P-S	Choose Color	▼	Alternate Color	▼	(16 lbs)	\$409.00

(Prices F.O.B. Origin)
Some Assembly Required

[Bulk Inquiry](#)

[Add to Cart](#)

Related Products



Table Umbrella



Expanded | Regal
Thermoplastic Coated
Steel Picnic Table



Thermoplastic Coated
Steel
& Concrete Aggregate
Waste Containers



Haws Vandal Resistant
Galvanized Pedestal
Drinking Fountain

[Previous Product](#)

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[Next Product](#)




KNORR SYSTEMS, INC.

Date: **June 9, 2021**

To: **Chris Maciel**

From: **Joseph Miller**

Subject: **Christopher HS CPN1801 Heater**

Serial #(s): **L08H00215359**


SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Heat Exchanger	1	Lochinvar CNP1801 pool heater OEM replacement cupro nickel heat exchanger* heater with bronze rear header; includes 10 burners, all new heat tiles, igniter, rear shelf, sight lens, flow switch, pressure relief valve, isolation valves and gaskets. KSI will provide complete installation and system re-commission.	\$ 10,355.92	\$ 10,355.92
Labor	1	Labor and materials to remove existing heat exchanger, necessary heat tiles, burners and applicable heater internals. Install a new cupro nickel heat exchanger, necessary heat tiles, burners and all applicable heater internals. Start up the heater and test for proper operation.	\$ 3,340.00	\$ 3,340.00
* Replacement heat exchanger is an OEM part and is provided with the same ASME inspection and certification as the original unit. The use of non-ASME components may result in violation of local/state boiler codes.			Subtotal	\$ 13,695.92
			Sales Tax	\$ 932.03
			Shipping	\$ 450.00
			Total	\$ 15,077.96

This quote is DIR (Department of Industrial Relations) compliant. Job Classification: Laborer, unless otherwise noted or requested. As of March 1, 2015 state funded agencies now require all contractors providing service to be registered with DIR agency. Additionally, all work performed by registered contractors for project or services in excess of \$1,000.00 must be done according to State of CA DIR published Prevailing Wage rate schedules.

Terms and Conditions

Payment Terms: Net 30 days from date of invoice, subject to approval of credit.
Interest: Quoted equipment will not be subject to project retention and invoices must be paid in full.
Freight: 18% APR is charged on all past due invoices.
Sales Tax: FOB equipment ship point, see above for estimated freight charges.
Notes: Subject to sales tax rate as noted above.

Quote represents current pricing and valid until July 9, 2021


Purchase Order**No.** PO 121220MERCHANDISE MUST SHOW THIS
NUMBER ON INVOICES, PACKAGES
AND CORRESPONDENCE.**Gilroy Unified School District**7810 Arroyo Circle
Gilroy, CA 95020 (669) 205-4076VENDOR: 003387 Phone: (925) 273-0722
Fax: (925) 273-0726
Email:SHIP TO: GILROY FACILITIES/MAINTENANCE
220 SWANSTON LANE
GILROY, CA 95020TO: KNORR SYSTEMS INC
2021 LAS POSITAS CT
SUITE 143
LIVERMORE CA 94551RECEIVING TELEPHONE NO.: (669) 205-4077
HOURS OF DELIVERY: 8:00 AM - 4:00 PM

PO DATE		SUBMITTED BY		SITE NAME		REQ. NO.	
06/10/2021		Linda Figone		* Location not on file *		101777	
TERMS		FOB		DELIVERY DATE			
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #	
01	1	EA	REPLACEMENT OF THE HEATHER EXCHANGE FOR THE CHS POOL Serial #L08H00215359 Lochinvar CNP1801 pool heater OEM replacement cupro nickel heat exchanger* heater with bronze rear header; includes 10 burners, all new heat tiles, igniter, rear shelf, sight lens, flow switch, pressure relief valve, isolation valves and gaskets. KSI will provide complete installation and system re-commission.	10,355.92	10,355.92	000000	

CAL-OSHA Material Safety Sheets (from OSHA-20) must be supplied on materials listed by
CAL-OSHA as hazardous substances. Equipment supplied by vendor shall conform to all
CAL-OSHA requirements.**- VENDOR INSTRUCTIONS -**

1. Mark packages and invoices with above purchase order number.
2. Invoice in triplicate to the school district at best discount terms.
3. Sales or use tax must be shown separately.
4. Ship prepaid. Enclose shipping list in all packages.
5. Note: District will not honor any commitment made without a purchase order.
6. Your Federal Identification Number must be indicated on all invoices for service and labor or payment will be delayed.
7. IMPORTANT - NO PRICE INCREASES, CHANGES OR DELETIONS WILL BE EFFECTIVE WITHOUT APPROVAL BY PURCHASING DEPT. SEE REVERSE SIDE OR ATTACHMENT FOR TERMS AND CONDITIONS.

By



AUTHORIZED SIGNATURE

VENDOR COPY

Purchase Order**No.** PO 121220**MERCHANDISE MUST SHOW THIS
NUMBER ON INVOICES, PACKAGES
AND CORRESPONDENCE.****Gilroy Unified School District**7810 Arroyo Circle
Gilroy, CA 95020 (669) 205-4076

** Continued **

VENDOR: 003387 Phone: (925) 273-0722
Fax: (925) 273-0726
Email:SHIP TO: GILROY FACILITIES/MAINTENANCE
220 SWANSTON LANE
GILROY, CA 95020TO: KNORR SYSTEMS INC
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SUITE 143
LIVERMORE CA 94551RECEIVING TELEPHONE NO.: (669) 205-4077
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PO DATE		SUBMITTED BY		SITE NAME		REQ. NO.
06/10/2021		Linda Figone		* Location not on file *		101777
TERMS		FOB		DELIVERY DATE		
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
PLEASE ENTER OUR ORDER FOR THE FOLLOWING						
02	1	EA	Labor and materials to remove existing heat exchanger, necessary heat tiles, burners and applicable heater internals. Install a new cupro nickel heat exchanger, necessary heat tiles, burners and all applicable heater internals. Start up the heater and test for proper operation.	3,340.00	3,340.00	000000
Sub Total					13,695.92	
Tax					932.03	
Shipping & Handling					450.00	
PO Total					15,077.95	

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By _____

AUTHORIZED SIGNATURE

VENDOR COPY



Phone: (408) 710-7420

Fax: (408) 683-4120

License #917713 | DIR #1000021413

No. 1 of 1**PROPOSAL**

Date: 6/7/21

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

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

- Mobilize Heavy Equipment / Excavator , skid steer , Water buffalo and Dump trucks.
- Remove any brush and small trees from Dirt Hill to be leveled.
- Excavate Hill to loosen dirt to be spread out and leveled.
- Dust Control , During operations keep dust down by wetting soil during operations.
- Storage container to be relocated or Raised as we spread the dirt.

Project should take 3 to 4 days.

Note: Homeless encampment and debris to be dealt with by others .

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Twelve thousand seven hundred and fifty dollars----- dollars \$12,750

Payment as follows: Payment in full is expected upon completion

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

Authorized
Signature

Note: this proposal may be withdrawn by us

if not accepted within 10 Days.

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

Signature

Signature

Date of Acceptance

7/8/2021

efsconcrete2008@yahoo.com | www.efsconcrete.com



Lic. No. 917713 | DIR 1000021413

255 Cox Ave
San Martin Ca 95046
408-710-7420

INVOICE

INVOICE #	DATE
2020-Dstrc Added	7/28/21

BILL TO

G.U.S.D
7810 Arroyo Circle
Gilroy CA, 95020

Project No.	Project Name	
	District office Gilroy	
		AMOUNT
ADDED COST : Carefully Remove and bag hazardous waste found tunnel haul off site to dump .		\$1,300
ADDED COST: Haul off Concrete, lumber and miscellaneous debri found when excavating large dirt hill.		\$1,900
Thank you for your business!		\$3,200

Please remit payment to: EF&S Concrete 255 Cox Ave , San Martin Ca 95046

Invoice due upon receipt.

EFSCONCRETE2008@YAHOO.COM | WWW.EFSCONCRETE.COM

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE



ATTENTION: DAN MCAULIFFE
PROJECT: HOMELESS ENCAMPMENT
CUSTOMER: GILROY UNIFIED SCHOOL DISTRICT
ESTIMATE: M740
DATE: 07-13-2021
Location: 7810 Arroyo Circle, Gilroy, CA 95020

yBOSCO CONSTRUCTION SERVICES, INC., WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED AS PER THE SCOPE OF WORK FOR THE ABOVE MENTIONED PROJECT. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:

-HAUL OFF AND DISPOSE OF DEBRIS LEFT AT HOMELESS ENCAMPMENT BEHIND DISTRICT OFFICE.

TOTAL PRICE: \$6,088.00

EXCLUSIONS:

- PERMIT OR INSPECTION FEES.
- UNFORESEEN WORK/WORK NOT LISTED ABOVE IN DESCRIPTION.
- ENGINEERING.
- RECURRING CLEANING.
- CLEARING OUT OF RESIDENTS.
- CLEANING OUT OF UNDERGROUND SHELTER.

RESPONSIBILITIES OF CUSTOMER:

- CLEAR OUT RESIDENTS PRIOR TO BEGINNING OF WORK.
- PROVIDE SECURITY THROUGHOUT DURATION OF WORK.
- REMIT PAYMENT UPON RECEIVING THE INVOICE.

MATTHEW CODIPILLY

PROJECT MANAGER
BOSCO CONSTRUCTION SERVICES, INC.
CELL 408-396-3870

07-13-2021

SIGN: 

DATE: 07/13/2021

ALL QUOTED PRICING IS ONLY VALID FOR 30 DAYS AFTER ISSUANCE

1177 NORTH 15TH ST SAN JOSE CA, 95112 - 408.437.0337 CORPORATE OFFICE - 408.437.0339 FAX. 800.616.7626 CL#952978

CORNER RECORD

AGENCY INDEX _____

DOCUMENT NUMBER _____

CITY OF GILROYCOUNTY OF SANTA CLARA, CALIFORNIABRIEF LEGAL DESCRIPTION NORTHEAST & SOUTHEAST CORNERS OF PARCEL 1, 595 MAPS 44

<div><div><div><div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div><div><div><div><div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div><div><div><div><div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div><div><div><div><div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div><div><div><div><div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div>		<div>CORNER TYPE</div> <div>GOVERNMENT CORNER <input type="checkbox"/> CONTROL <input type="checkbox"/></div> <div>MEANDER <input type="checkbox"/> PROPERTY <input checked="" type="checkbox"/></div> <div>RANCHO <input type="checkbox"/> OTHER <input type="checkbox"/></div>
---	--	--

PLS ACT REF: ☐ 8765(d) ☐ 8771 ☒ 8773 ☐ OTHER: _____

CORNER/ ☐ LEFT AS FOUND ☐ ESTABLISHED ☐ REBUILT ☐ PRE-CONSTRUCTION
MONUMENT: ☐ FOUND AND TAGGED ☒ REESTABLISHED ☐ REFERENCED ☐ POST-CONSTRUCTION

NARRATIVE OF CORNER IDENTIFIED AND MONUMENT AS FOUND, SET, RESET, REPLACED OR REMOVED:
☒ SEE PAGE 2 FOR DESCRIPTION(S):

SEARCHED FOR BUT DID NOT FIND CORNER MONUMENTS AT LOCATIONS REFERENCED ABOVE.
SET TWO 3/4" IRON PIPES, TAGGED PLS 6809 AT RECORD POSITIONS PER 595 MAPS 44.

SURVEYOR'S STATEMENT

THIS CORNER RECORD WAS PREPARED BY ME OR UNDER MY DIRECTION
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT ON

12-13-17

SIGNED _____

P.L.S. NO. 6809

COUNTY SURVEYOR'S STATEMENT

THIS CORNER RECORD WAS RECEIVED _____

AND EXAMINED AND FILED _____

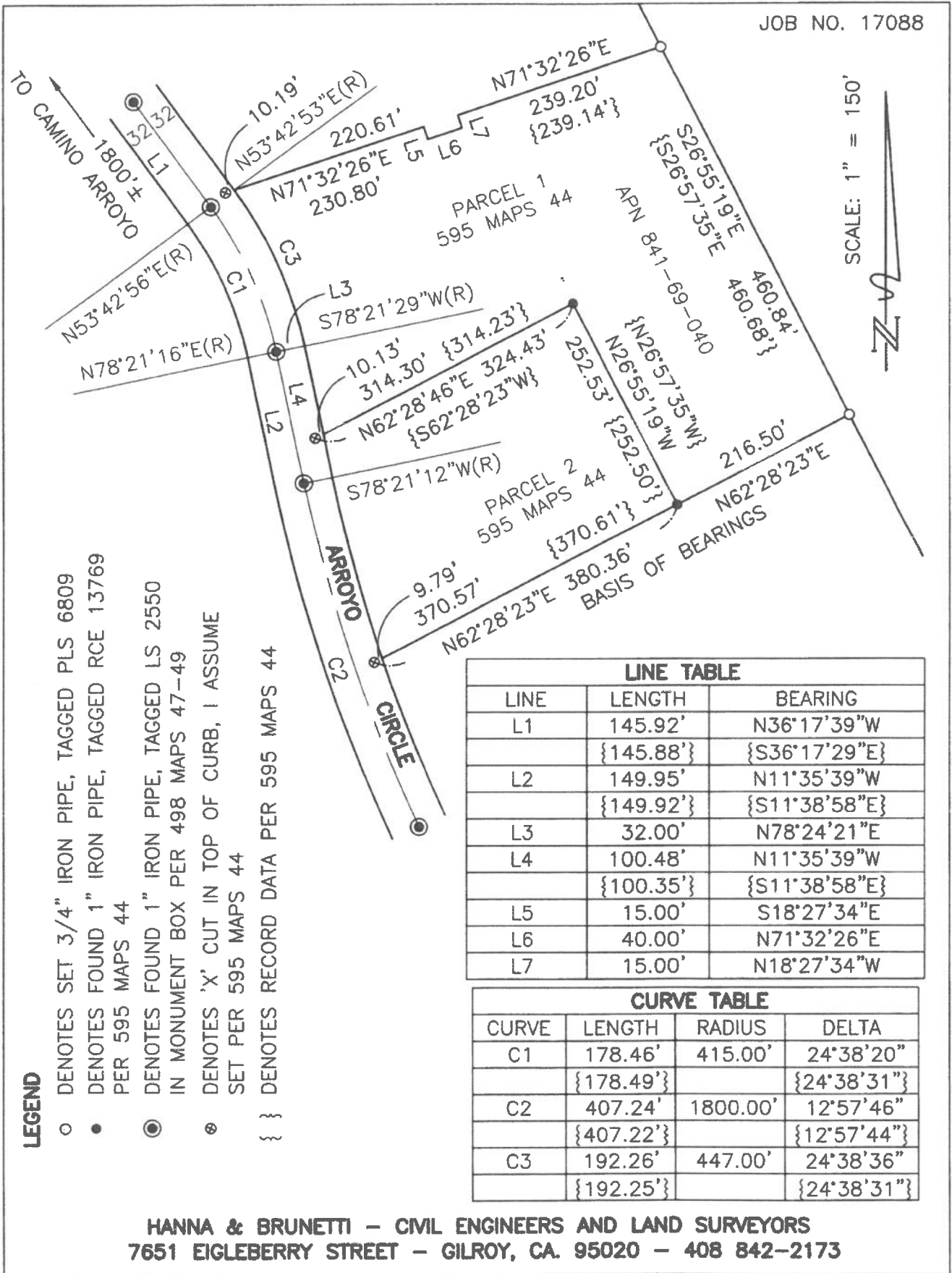
SIGNED _____

P.L.S. NO. _____

TITLE _____

COUNTY SURVEYOR'S COMMENT







Imagery ©2021 Maxar Technologies, Map data ©2021 50 ft










The GLSD is removing the mound you are living under. They are knocking it down Monday.

 SOUTH COUNTY
COMPASSION
CENTER

please move it on the other side of the shipping containers or a flat spot. you want to save to the area.

The Compassion Center is part of a larger community of businesses, residences and public areas. Our goal is to be a positive addition to the community and to show respect for our neighbors. We realize there is no legal place for you to camp, outside a campground, but you can help by keeping your area neat and tidy.

Our Good Neighbor Policy

1. Trash: I pledge I will keep control of my trash, not hoard or create piles and personally dispose of it. I know I can request as many blue trash bags as I need weekly.
2. Waste: I pledge that I will not use lawns, streets, parking lots or the creek bed for my waste disposal. I know I can ask for a bucket toilet once and waste bags weekly.
3. Trespassing: I pledge I will not trespass on private property nor travel through or sit on lawns or enter parking lots of neighbors and businesses.
4. Loitering: I pledge I will not remain in front of neighboring businesses, picnic or repair bikes or cars on their property.
5. Noise: I pledge I will not yell, fight, or play loud music. Remember you are part of a neighborhood community with other people living close by.
6. Animals: Owners are responsible for cleaning up after their pets at ALL TIMES, EVERYWHERE.
7. I acknowledge I've been given a copy of this document.

Name: V. He Cruz Signature: V. He Cruz

Date: 7/16/21 Staff: F. Paul Location: GLSD mound

Picture taken: Y/N Phone #: _____





Val's PLUMBING & HEATING, INC.

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER 236164

Telephone (831) 424-1633 • Fax (831) 754-5514

413 FRONT STREET

SALINAS, CALIFORNIA 93901-3609

PROPOSAL SUBMITTED TO:		EMAIL	Dan.mcauliffe@gilroyunified.org
ATTN	Dan McAuliffe	DATE	July 1, 2021
NAME	Gilroy Unified School District	JOB NAME	Gilroy Unified School District-Server Room
STREET	7810 Arroyo Circle	STREET	7810 Arroyo Circle
CITY	Gilroy	CITY	Gilroy
STATE	CA 95020	STATE	CA 95020

WE PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY TO COMPLETE THE FOLLOWING:

REMOVE AND DISPOSE OF (1) DAIKIN MINI SPLIT INDOOR UNIT. PROVIDE AND INSTALL (1) NEW INDOOR UNIT. MAKE ALL NECESSARY CONNECTIONS AND TEST.

QUOTED PRICE \$5,290.00

➤ WORK TO BE DONE DURING NORMAL BUSINESS HOURS.

This Proposal is good for 30 days from the above date.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the amount of ****SEE ABOVE**** Dollars \$ with payment to be made as follows: **PAYMENT UPON COMPLETION. SEE BELOW TERMS.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delay beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the opinion of the undersigned.

TERMS AND CONDITIONS OF SALE

1. All accounts are due and payable **NET 30** after delivery and/or installation of equipment or services. Customers without an account, payment is due upon completion unless prior terms are mutually agreed upon by VAL'S PLUMBING & HEATING, INC. and Customer.
2. Unpaid balances may be charged interest at a rate of 1.5% per month (18% annually) after due date.
3. Customer shall be liable for any and all costs of collection incurred by VAL'S PLUMBING & HEATING, INC. (including court costs and attorney's fees) arising from the collection of unpaid invoices issued to customer.
4. In the event that VAL'S PLUMBING & HEATING, INC. must litigate in its efforts to collect unpaid invoices, customer agrees to have any resulting court case heard in The County of Monterey Judicial District.
5. The person executing this document warrants and represents that they have the authority to bind Customer to these Terms and Conditions of Sale by affixing their signature hereto.
6. By acceptance of this proposal, if progress and/or final payment is not received timely and Val's is forced to retain an attorney and/or file a lien/stop notice, all associated costs and attorney's fees are agreed to be paid for by the owner/general contractor in default.

ACCEPTANCE OF PROPOSAL

*PERMIT: ☐ A permit is required for this scope of work. (If checked, see below.)

☐ Owner to obtain permit. ☐ Val's is to obtain permit

If Val's is to obtain permit, \$35.00 + permit fee will be added to bill upon completion.

*****CALLING FOR INSPECTION IS THE RESPONSIBILITY OF THE OWNER.**

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

DATE July 1, 2021 SIGNATURE DAVID KIDD
Val's Plumbing & Heating Inc.

ACCEPTED:

DATE July 1, 2021 SIGNATURE 
Must be signed by Owner or Officer

PRINT NAME Alvaro Meza

Assistant Superintendent, Business Services/C.B.O.