



## FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – via Zoom teleconference

1 p.m. Friday, Sept. 24, 2021

1.

ITEM	PAGE #
A. Approval of minutes: Aug. 6, 2021	1

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Hazmat survey of old I.T. building (275 IOOF Ave.)	Gilroy Prep School	EnviroScience	\$7,518	Measure E	8
B. Earth Systems Amendment (Phase 1, Inc. 2)	South Valley MS	Earth Systems Inc.	\$212,369	Measure E	9
C. Glen View garden fence	Glen View ES	Crusader Fence Co.	\$9,178	Site funds	17
D. DTSC oversight	South Valley MS	DTSC	\$77,198	Measure E	18
E. Furniture installation	Christopher HS	Golden PMI	\$4,100	General fund	21
F. Installation of cameras	Christopher HS	QoVo Inc.	\$10,609.60	Measure E & site funds	34
G. Paul's brainstorm Facilities planning ideas (for feedback)	MOTS Yard	N/A	N/A	N/A	44
H. Notice of availability/offer to sell surplus property	Gilroy Gardens excess land	City of Gilroy	N/A	N/A	N/A

### 3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Additional concrete hardscape	Mt. Madonna HS	EF&S Concrete	\$92,376	RRM	46

**4. SCHOOL SAFETY (AURELIO RODRIGUEZ)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Cameras for farm	Gilroy HS FFA farm	QoVo	\$10,170.04	General Fund	50

**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 MEETINGS (proposed):**

9 a.m. Friday, Oct. 22

9 a.m. Friday, Nov. 19

9 a.m. Friday, Dec.10

# FACILITIES SUBCOMMITTEE MEETING

MINUTES FROM AUG. 6, 2021

## EPRESENT

Debbie Flores  
Mark Good  
Dan McAuliffe

Alvaro Meza  
Paul Nadeau  
Anna O'Connor

James Pace  
Linda Piceno  
Aurelio Rodriguez

Kimberly Smith

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

1.

ITEM
A. Approval of minutes: June 4, 2021
<p>MINUTES</p> <ul style="list-style-type: none"> <li>Linda moved to approve. James seconded.</li> <li>All approved.</li> </ul>

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Taking possession of portables from SCCOE	South Valley MS	Anaya Construction	\$60,750	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>These portables housed the Santa Clara County Office of Education's (SCCOE) preschool program.</li> <li>SCCOE's lease was up June 30 and were not able to take these buildings.</li> <li>GUSD assumes ownership of these buildings, which are equivalent to two classrooms and an office space.</li> <li>The portables have been relocated to the Maintenance yard because they are in good shape. Moving them cost about half as much as demolishing them.</li> <li>They could be used for other uses in the District, like future space for other preschool programs, for example.</li> <li>Next steps: The portables have been relocated to Maintenance yard.</li> </ul>				
B. SWPPP application	South Valley MS	Santa Clara County Waterboards	\$1,301	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>This required application is to inform the water board of the activity at the South Valley MS modernization. This is the District's due diligence to keep the county updated about the project's impact of waste water management.</li> <li>Next steps: This will go to the Board for approval.</li> </ul>				

C. City of Gilroy offsite permits	South Valley MS	City of Gilroy	\$32,083.63	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>These are permits to hook up the off-site utilities to the city utilities for the South Valley MS modernization.</li> <li>These permits will be for the length of the project.</li> <li>Next steps: This will go to the Board for approval.</li> </ul>				
D. Contract for geotech and special inspections	Gilroy HS	Earth Systems	\$23,036	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>These inspections are required for this project.</li> <li>Jerome Zalinski is already the Inspector of Record on South Valley MS and Brownell MS.</li> <li>Next steps: This will go to the board as ratification.</li> </ul>				
E. Inspector of Record	Gilroy HS	Jerome Zalinski	\$7,000	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>These inspection services are required for this project.</li> <li>Next steps: This will go to the board as ratification.</li> </ul>				
F. Tennis courts <b>DISCUSSION ONLY</b>	Gilroy HS	Aedis Architects fee to relocate tennis courts	\$346,665	TBD
<p>MINUTES</p> <ul style="list-style-type: none"> <li>The initial request was from Principal Greg Kapaku, who asked for a review of the tennis courts. Gilroy HS admin wanted to know what it would cost for improvements the tennis courts: resurfacing, repairs to fences, backboard fixes, etc.</li> <li>When the Facilities/Maintenance team was visiting the area, the GHS team brought up concerns about safety and supervision issues in this area. This led to a discussion of a request that would relocate the tennis courts to near the XY building, installation of a sand volleyball court and other improvements. This plan would require re-locating the JV baseball fields as well. This proposal could cost as much as \$3.2M. The committee does not support this option.</li> <li>Dan reached out to Dryco for a quote for improvements to the existing courts (this is Item 3a on this agenda). The quote is about \$335K to improve the existing courts. In general, it is an old facility, although not a safety issue at this time. The Dryco quote (Item 3a on this agenda) includes resurfacing as well as new bleachers, repairs to fencing and backboards. Dan doesn't recommend pursuing all of the items that are included in the Dryco quote. He said the District can look at less expensive repairs than are in the quote and not doing things like the bleachers for now.</li> <li>Minor repairs have been made to the surface but a major repair hasn't been done in at least the 10 years Dan has been here.</li> <li>If this were to be done, the funding would come from Deferred Maintenance.</li> <li>The District has to keep in mind the equity issue between the schools because Christopher HS facilities are in good shape.</li> </ul>				



<ul style="list-style-type: none"> <li>• Dr. Flores supports prioritizing the improvements to the existing courts and completing the most pressing item. Alvaro and Dan recommend prioritizing the resurfacing. Dan said Maintenance will fix fencing and gate problems in the next couple of weeks.</li> <li>• Next steps: With this new direction, Dan will get updated quotes from Dryco as well as quotes from other vendors, like EF&amp;S.</li> </ul>				
G. Plans for Gateway property	Gateway (9th and Hanna streets)	SCCOE	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• SCCOE has programs in this building, on the east side of the property, next to Glen View ES. The plan is to replace the existing buildings with new a modular building, with three classrooms in 5,400 square feet. This will also include, on a separate budget item, a modernization of a classroom on 8<sup>th</sup> and Hanna.</li> <li>• GUSD owns the property. Anything done on the property is subject to district approval. GUSD will provide approval on the Division of the State Architect (DSA) plans.</li> <li>• Project completion is December 2022.</li> <li>• As per Mark's request, Alvaro will follow up getting the agreement with SCCOE for this property as well the one near Brownell MS.</li> <li>• Next steps: Paul will present the DSA plans to the committee when they're ready in a few months.</li> </ul>				
H. Property behind tennis courts	Gilroy HS	Third Millennium Partners	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• This is a proposal for an area of district property near a planned development near Gilroy High.</li> <li>• This is at a stale mate because all parties can't reach an agreement for arrangement that would benefit both parties. The city also wanted an access road in that area. The developers could only offer a 6- to 8-foot walkway that would accommodate emergency vehicles but not through traffic.</li> <li>• The district's lawyer advised that an easement could be a gift of public funds.</li> <li>• Mark says he would advise the district to not enter into any agreement unless the developers can come back with something to benefit the district.</li> <li>• Next steps: Paul will draft a letter to the developers that says the district is not interested and advises that no trespassing or work is allowed on district property. He will send to Alvaro for review and approval.</li> </ul>				
I. Structural evaluation of Transportation/ Maintenance yard	Maintenance/ Operations Transportation Yard (MOTS)	Hobok – Lewin	\$15,000	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• This is a structural analysis of the buildings in this area. The maintenance building is from the 1940s.</li> <li>• Correction: The cost of this evaluation will be coming out of Restricted Routine Maintenance (RRM), not Measure E.</li> <li>• Joe Vela of Aedis Architects recommended this structural engineer.</li> <li>• This study will include the preschool wing on Swanston Lane.</li> <li>• If the evaluation finds that transportation buildings are not habitable, the district can use the portables that were moved from SCCOE. The district would then be able to demolish the old buildings. This would cost about \$60K-\$100K, depending on abatement findings.</li> </ul>				

- If the maintenance/preschool buildings have issues, some portables are available. One option could be the Flint construction building will be available in two years after South Valley MS project is done.
- Emergency matching funds are available if the preschool wing would be affected.
- When this goes to the board, Paul should emphasize that this is a routine inspection because of the age of the buildings.
- Next steps: First step is to have buildings evaluated.

J. Staff lounge furniture (outside)	Brownell MS	Belson	\$6,500 est.	Measure E
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#### MINUTES

- This is to furnish outdoor furniture in the lounge area.
- Next steps: This will go to the board for approval.

### 3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Tennis court renovation <b>INFORMATION</b>	Gilroy HS	DRYCO	\$334,647	TBD

#### MINUTES

- See the minutes for Item 2f.
- Next steps: Dan will come back to the committee with updated priorities and quotes for this.

B. Awnings	4-DO, 3-GECA, 1-GHS, 1-Maint, 2-Transp.	*waiting on updated quotes from vendors	\$16,500 +/-	RRM
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#### MINUTES

- Unit pricing is about \$1,752, including tax and installation. Eleven are needed throughout the district. The total cost would be about \$20K.
- City Canvas and a company in Morgan Hill have provided updated quotes.
- Alternative material would require more engineering. Dan recommends canvas as a cost-effective, lasting solution. These are custom made to each area.
- Next steps: This will go to the board for approval.

C. Generator radiator repair	ADB/South County Annex	Peterson Cat	Option 1 New \$5,82.62 Option 2 Rebuild \$8,452.42	RRM
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#### MINUTES

- This repair recommendation was brought up in a routine evaluation.

<ul style="list-style-type: none"> <li>• The replacement is the lower cost but the part may take up to six months to receive from Europe. The rebuild price is the maximum price. The price may be less once it's taken into the shop and evaluated.</li> <li>• The other option is to take the generator offline. The agreement for the site should be consulted to see what the district's obligation to keeping this generator.</li> <li>• Alvaro: The agreement doesn't call an emergency generator as part of HVAC or plumbing.</li> <li>• Next steps: Dan will contact SCCOE to let it know the generator will go offline The agency can pay for repairs or replacement if it wants to keep the generator working.</li> </ul>				
D. Security gate and fence Improvements	Rucker ES	Architectural Systems Inc.	\$62,480	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• This will address the site's immediate security needs. It will raise the height of the gates but not the height of rest of the fencing.</li> <li>• The committee agrees this can go to the board as a ratification because this work should be done as soon as possible because students will be back soon.</li> <li>• Next steps: This will go to the board for as a ratification.</li> </ul>				
E. Blacktop asphalt repair and slurry seal	Luigi ES	EF&S	\$71,149	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• Information only.</li> <li>• The site's parent club has requested permission to improve painting and striping on the blacktop.</li> <li>• This repair and seal have to happen first because it is at the point if this isn't fixed now, it may cost it more to repair or replace in the future.</li> <li>• Dan would like to collect at least one more quote.</li> <li>• If approved, this work will be pushed to the spring or summer because of winter weather.</li> <li>• This quote doesn't include striping.</li> <li>• Next steps: This will go to the board for approval.</li> </ul>				
F. Wood bleacher Replacements <b>INFORMATION</b>	Gilroy HS	In the process of obtaining quotes	TBD	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> <li>• The report found that Gilroy HS has four or five wood bleachers that need to be replaced because they're not code complaint and in disrepair.</li> <li>• This could more than \$100K (about \$25K each) for aluminum bleachers. This would include a set on the pool deck.</li> <li>• Next steps: The best quote will go to the board for approval.</li> </ul>				
G. 9 new lunch tables	GECA	Belson Outdoors	\$18,000 +/- *plus shipping and taxes	RRM

## MINUTES

- The requested tables are the district-standard tables.
- Dan said many schools is also requesting more outdoor tables. These are coming after a recent principals' meeting that brought up the need for more tables to accommodate increased outdoor tables.
- Paul will reach out to the Garlic Festival to see if we can borrow the tables we donated to them. It would provide the temporary solution for the immediate need. We also have a lot of surplus desks that we could repurpose for the immediate need.
- Linda recommends taking this to the board for ratification.
- Alvaro: This should be paid out of ESSER III funding instead of RRM because they are needed to provide distancing for students.
- Mark would prefer metal and power-coated tables instead of plastic-coated tables. The committee agrees to go with thermoplastic tables because of comfort, improved technology and better protection against heat.
- Next steps: The proposal for GECA thermoplastic tables will go the board as a ratification. Paul and Dan will work to find solutions for borrowing the Garlic Festival tables as well as repurposing surplus desks.

H. Pool heater repair	Christopher HS	Knorr	\$15,077.96	RRM
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## MINUTES

- This seems to be a standard repair for these heaters. The exchanger in this type of heater goes out every six to eight years.
- Mark requests information about using solar power to heat school pools.
- Dan said the new requirement to keep pool covers on while not in use helps with costs associated with evaporation of water and chemical.
- Next steps: This will go the board as ratification.

I. Homeless camp remediation, hill leveling and proposed fence <b>INFORMATION</b>	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
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## MINUTES

- The vendors held onto their pricing, even if the work was under-bid.
- This was urgent work because structures had been built – about 5-6 feet tall, 20-25 feet long with three entrances. It was a safety issue that needed urgent need.
- This for work to remediate the encampment and dumping site that had grown behind the D.O. and to level the hill.
- The Gilroy Compassion Center helped with relocating the people who lived in the encampment.
- Dan said this area can be fenced. Paul has seen preliminary plans from Amazon, which will be developing the property adjacent to district property. Fencing may be part of Amazon's plan for its own property line. Amazon's plans haven't been approved yet. Construction isn't expected to start until at least 2023 or 2024.
- To help Dan get the proper quotes to fencing: The area that needs to be fenced would be from the parking lot edge to the property.
  - Dan said if the district is to do any fencing in this area, this property line will likely have to be re-surveyed and re-staked.

<ul style="list-style-type: none"> <li>Next steps: This will go to the board as a ratification. Dan will work on getting fencing quotes for this area.</li> </ul>				
J. AC repair	District Office server room	Val's	\$5,290	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> <li>The AC units in this room keep it at a constant 72 degrees so that the servers work properly. The minor repair that was done for this didn't hold and the room temperature reached into the 80s.</li> <li>Val's repair fixed the problem.</li> <li>Next steps: This will go to the board as a ratification.</li> </ul>				

#### 4. ALVARO MEZA'S ITEMS

ITEM	SITE
A. Gilroy Historical Society presents GUSD with Architectural Award for Brownell	Brownell MS
<p>MINUTES</p> <ul style="list-style-type: none"> <li>Alvaro and Paul attended a ceremony to honor the design of Brownell MS.</li> <li>The society had would like to present the award at a public board meeting.</li> </ul>	

#### OTHER PROJECTS/FACILITY ISSUES AT SITES

SITES
<p><b>ELIOT ES, LUIGI ES, EL ROBLE ES, SOLORSANO MS</b></p> <p>MINUTES</p> <ul style="list-style-type: none"> <li>Update: MPR tables haven't been repaired at these sites as the vendor is waiting for parts to arrive.</li> </ul>
<p><b>GILROY HS</b></p> <p>MINUTES</p> <ul style="list-style-type: none"> <li>Vaccination clinic debrief: Both gym floor sustained damage. The repair will be \$60K to refinish the floor. The Santa Clara County will pay for this, as outlined in the agreement. The gym will be off limits until Sept. 6.</li> </ul>

**MEETING ADJOURNED:** 10:53 a.m.

**NEXT MEETING:** TBD



**275 IOOF Avenue • Gilroy**  
**Asbestos Survey, Sampling, Analysis & Report**

# PROPOSAL

<b>Proposal Date:</b> 08/16/21	<b>Requested By:</b> Mr. Paul Nadeau	<b>PO#:</b> TBD	<b>Proposal #:</b> P-50R
<b>Client:</b> Gilroy USD <b>Address:</b> 7810 Arroyo Circle Gilroy, CA 95020 <b>Attn:</b> Mr. Paul Nadeau Director of Facilities Planning & Management <b>Cell:</b> 408-726-1686 <b>E-Mail:</b> paul.nadeau@gilroyunified.org	<b>Pjct Loc'n:</b> 275 IOOF Avenue • Gilroy Asbestos Survey, Sampling, Analysis & Report <b>Scope:</b> 1) Site inspection & sampling for Asbestos/Lead 2) Sample analysis at a certified lab 3) Summary of results & written report of findings 4) Haz-Mat Abatement Specifications/Bid Docs		

ITEM	DESCRIPTION	COST
1	<b>Background Services:</b> <ul style="list-style-type: none"> <li>Review the scope of work</li> <li>Formulate a sampling strategy for asbestos &amp; lead</li> <li>Prepare a cost proposal</li> <li>Schedule the Site inspection &amp; sampling w/ the Client</li> <li>Pickup sampling supplies from the lab</li> </ul>	\$ 250.00
2	<b>Field Services:</b> <ul style="list-style-type: none"> <li>Travel to and from Site</li> <li>Inspect visible &amp; accessible areas of the entire Building</li> <li>Collect samples of suspect ACMs</li> <li>Collect samples of suspect lead paints</li> <li>Field recordkeeping &amp; photo documentation</li> <li>Field measurements</li> </ul>	\$ 1,500.00
3	<b>Analytical Services:</b> <ul style="list-style-type: none"> <li>Sample delivery to an independent lab for analysis</li> <li>Completion of lab chain of custody forms for asbestos &amp; lead</li> <li>Analysis of suspect samples at a State-Certified indep. Lab:</li> </ul>	1 hr @ \$95/hr \$ 95.00 1 hr @ \$95/hr \$ 95.00 <b>Asbestos Samples</b> 25 sample layers @ \$25 ea. \$ 625.00 <b>Lead Samples</b> 10 sample layers @ \$35 ea. \$ 350.00
4	<b>Final Report Services:</b> <ul style="list-style-type: none"> <li>Review analytical data for asbestos &amp; lead</li> <li>Prepare a written report of findings</li> <li>Provide recommendations as needed</li> <li>Discuss findings with the Client</li> </ul>	\$ 750.00
5	<b>Direct Expenses:</b> <ul style="list-style-type: none"> <li>Auto mileage to and from Site &amp; Lab</li> <li>Sampling supplies and consumables</li> <li>Reproduction, postage, fax, etc.</li> </ul>	\$ 100.00
6	<b>Haz-Mat Abatement Specifications:</b> <ul style="list-style-type: none"> <li>Abatement specifications for asbestos &amp; lead removal</li> <li>Estimated abatement quantities</li> <li>Removal/disposal procedures</li> </ul>	\$ 2,500.00
<b>SUB-TOTAL:</b>		\$ 6,265.00
<b>20% CONTINGENCY:</b>		\$ 1,253.00
<b>FINAL COST W/ CONTINGENCY:</b>		\$ 7,518.00

## NOTES:

- Each additional asbestos or lead sample will be billed @ \$50/layer
- Due to presence of live utilities ESI will not conduct destructive sampling behind floor, wall, & ceiling surfaces.

## AUTHORIZATION TO PROCEED

The above scope of work and price of \$ 6,265.00 for Basic Services & 20% contingency is hereby accepted.  
ESI is authorized to proceed with the work as specified. Any additional asbestos or lead samples will be billed at \$50 ea.

SIGNATURE

NAME

DATE

September 1, 2021  
*(Revised September 13, 2021)*

Proposal No.: HOL-21-09-001  
 DSA File No.: 34-17  
 DSA Application No.: 01-119488

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

PROJECT: SOUTH VALLEY MIDDLE SCHOOL CAMPUS REPLACEMENT  
 PHASE 1-INCREMENT 2  
 100F AVENUE  
 GILROY, CALIFORNIA

SUBJECT: *Revised* Proposal for Geotechnical Observation and  
 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 the Geotechnical Engineering and Geologic Hazard Report prepared by Earth Systems, the plans and specifications provided by you and our experience with similar projects of this type, and corresponding DSA 103 forms.

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, Phase I, Increment 2 consists of new construction of seven classroom buildings, A, B, C, D, E, F, & G and six new canopies.

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:

- Review of concrete mix design submittal
- Identifying, sampling, and tagging of reinforcing steel materials with

- accompanying mill analysis reports
- Conformance testing of reinforcing steel samples
- Soil compaction testing
- Foundation observations
- Laboratory testing of native and import soil
- Periodic batch plant inspection and field concrete sampling and testing
- Sampling and testing of grout samples
- Conformance testing of concrete samples
- Post installed anchor testing
- Review of submitted welding procedures and welder certifications
- Material ID and shop welding inspection
- Field welding inspection
- Material ID for anchor bolts and anchor rods
- In-plant Welding Inspection for Trusses
- In-Plant Inspection for Walls Construction
- In-Plant Visit - Engineer
- 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 geotechnical engineering observation, 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 \$212,369.00. 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 Fremont.

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	6/07/2018	6/30/2022

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

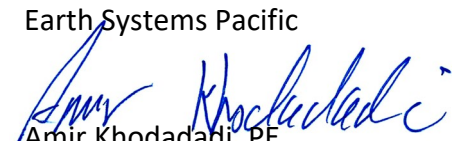
Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information 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

  
Amir Khodadadi, PE  
Project Materials Engineer

  
Brett Faust, CEG  
Vice president

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet  
Prevailing Wage & Accounts Payable Information Request

Doc. No.: 2109-001.PRP.REV1/jc



## Budget Projection

Project: South Valley Middle School-Phase 1, Increment 2

Date: 9/13/2021

Proposal No.: HOL-21-09-001

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	

## Geotechnical Observation and Special Inspection and Testing Budget

	Number of Trips	Hours or Units	Total	Rate	unit	Fee
<b>Geotechnical Observation and Testing</b>						
Building Pad Preparation	20	8	160	\$130.00		\$20,800.00
Nuclear Gauge	20	8	160	\$15.00		\$2,400.00
Footing Foundation Inspection	7	4	28	\$130.00		\$3,640.00
Canopy Pier Inspection	3	8	24	\$130.00		\$3,120.00
Project Management and Supervision; Geotechnical Work		15	15	\$225.00		\$3,375.00
Mileage	50	31mi	1550	\$0.80		\$1,240.00
Subtotal						<b>\$34,575.00</b>

### Special Inspection and Testing

Rebar and Structural Steel ID and Tagging (local bay area)	6	4	24	\$105.00	hr.	\$2,520.00
Batch Plant Inspection (local bay area)	25	2	50	\$105.00	hr.	\$5,250.00



## Budget Projection

Project: South Valley Middle School-Phase 1, Increment 2

Date: 9/13/2021

Proposal No.: HOL-21-09-001

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	

## Geotechnical Observation and Special Inspection and Testing Budget

ACI Concrete Technician Sampling	25	8	200	\$130.00	hr.	\$26,000.00
Test Post-Installed Anchors and Threaded Rods	7	4	28	\$130.00	hr.	\$3,640.00
Torque/Tension Test Equipment		7	7	\$40.00	hr.	\$280.00
Field Welding Inspection	8	4	32	\$135.00	hr.	\$4,320.00
Shop Welding Inspection	10	8	80	\$105.00		\$8,400.00
In plant Welding Inspection for Trusses	35	4	140	\$105.00		\$14,700.00
In-Plant Inspection for Walls Construction	70	4	280	\$105.00		\$29,400.00
In-Plant Visit - Engineer	4	6	24	\$190.00		\$4,560.00
In-Plant Visit - Engineer, Travel cost			4	\$250.00		\$1,000.00
High-Strength Bolt Inspection	7	4	28	\$135.00	hr.	\$3,780.00
Wood Structural Panel Attachment	7	4	28	\$135.00		\$3,780.00
Grout Sampling	1	8	8	\$130.00	hr.	\$1,040.00
Sample Pickups	25	2	50	\$100.00	hr.	\$5,000.00
Mileage	230	31mi	3751	\$0.80	mi.	\$5,704.00



## Budget Projection

Project: South Valley Middle School-Phase 1, Increment 2

Date: 9/13/2021

Proposal No.: HOL-21-09-001

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	

## Geotechnical Observation and Special Inspection and Testing Budget

Subtotal **\$119,374.00**

Laboratory Testing	Sets	Samples	Rate	Unit	Fee
Rebar Testing	10	10	\$155.00	ea.	\$1,550.00
Grout Testing	1	4	\$60.00		\$240.00
Concrete Cylinder Testing	18	90	\$45.00	ea.	\$4,050.00
High-Strength Bolts, Nuts and Washers	15	15	\$1,260.00	ea.	\$18,900.00
Laboratory Maximum Density Curve (4")	5	5	\$260.00		\$1,300.00
TOTAL LABOR HOURS				Subtotal	<b>\$26,040.00</b>

### Reports and Project Management ("Special Inspection" work)

Project Management and Supervision (in hours) for special Inspection work	80	\$190.00	hr.	\$15,200.00
Progress Inspection Reports and upload to the BOX	80	\$85.00	ea.	\$6,800.00
California Prevailing Wage Payroll Reporting	40	\$85.00	ea.	\$3,400.00
Engineering Review	30	\$190.00	hr.	\$5,700.00



## Budget Projection

Project: South Valley Middle School-Phase 1, Increment 2

Date: 9/13/2021

Proposal No.: HOL-21-09-001

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	

## Geotechnical Observation and Special Inspection and Testing Budget

Interim and Final Report of Special Inspections and Testing	4	\$320.00	ea.	\$1,280.00
Subtotal				\$32,380.00

Estimate Total: **\$212,369.00**

**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.	<b>Earth Systems Pacific</b> <b>1000003643</b>
Earth Systems Project No.	

**PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

<b>CLIENT'S PROJECT NAME</b>	South Valley Middle School Campus Replacement Phase 1- Increment 2 HOL-21-09-001
<b>DIR PROJECT ID (PWC-100)</b>	
<b>APPLICABLE BID ADVERTISEMENT DATE</b>	
<b>CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION</b>	Name: E-mail: Phone No.:
<b>LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?</b>	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:**

<b>PURCHASE ORDER NO.</b> (if applicable)	
<b>ADDITIONAL INFORMATION REQUIRED ON INVOICES</b>	
<b>SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES</b> (please attach example)	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	Name: E-mail: Phone No.:
<b>INVOICE DELIVERY METHOD</b>	E-mail:  Mailing Address:
<b>Date</b>	September 13, 2021

ATTN: Marissa Van Patten

Company: Gilroy Unified School District

RE: Glenview Elementary School

9/7/2021

We are pleased to submit our quotation to furnish and install the following: (per site visit November 2020)

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

**Total for the above with no other work at the school \$9,178.00**

All material Galvanized finish

Qualifications:

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

Thank you for the opportunity to quote this project.

Very respectfully,

Nathan Boek

September 14, 2021

Mr. Paul Nadeau  
 Director of Facilities  
 Gilroy Unified School District  
 7810 Arroyo Circle  
 Gilroy, California 95020  
[paul.nadeau@gilroyunified.org](mailto:paul.nadeau@gilroyunified.org)

ANNUAL COST ESTIMATE – JULY 2021 THROUGH JUNE 2022, GILROY UNIFIED SCHOOL DISTRICT, SOUTH VALLEY MIDDLE SCHOOL, 385 I.O.O.F AVENUE, GILROY, SANTA CLARA COUNTY (PROJECT CODE: 204329)

Dear Mr. Nadeau:

Section 25269.5 of the California Health and Safety Code requires the Department of Toxic Substances Control (DTSC) to provide a cost estimate for regulatory oversight activities at the 20.5-acre South Valley Middle School located at 385 I.O.O.F. Avenue in Gilroy, Santa Clara County, California (Site). Enclosed is a schedule of expected activities and estimated DTSC staff hours and costs for the specified activities from July 1, 2021 through June 30, 2022. The schedule and cost estimate will be updated as necessary to reflect changes to the project.

This cost estimate is only an estimate of projected costs for the period specified above. The Gilroy Unified School District remains liable for all response costs incurred by DTSC pursuant to Health and Safety Code section 25360 *et seq.*, and the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 42 U.S.C. section 9601 *et seq.* DTSC reserves all rights to pursue cost recovery under any and all applicable provisions of state or federal law.



We hope this, and future cost estimates will be useful in your fiscal and project planning. If you would like to discuss the estimate, please contact me at (916) 255-3695 or via email at [Bud.Duke@dtsc.ca.gov](mailto:Bud.Duke@dtsc.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Harold Duke".

Harold (Bud) Duke, PG  
Project Manager  
Northern California Schools  
Site Mitigation and Restoration Program  
Department of Toxic Substances Control

Enclosure: *Cost Estimate FY 2021/2022*

cc: (via email)

Ms. Marissa Van Patten  
Project Manager  
Gilroy Unified School District  
[marissa.vanpatten@gilroyunified.org](mailto:marissa.vanpatten@gilroyunified.org)

Mr. Jose Salcedo, PE  
Chief  
Northern California Schools Unit  
Site Mitigation and Restoration Program  
Department of Toxic Substances Control  
[Jose.Salcedo@dtsc.ca.gov](mailto:Jose.Salcedo@dtsc.ca.gov)

**Department of Toxic Substances Control**  
**COST ESTIMATE FY 2021/2022**

SITE: SOUTH VALLEY MIDDLE SCHOOL (60003056)

SITE CODE: 204329

PROJECT MANAGER: HAROLD (BUD) DUKE

THIS ROW IS FILTERED TO SITE CODE(S):

THIS REW IS FILTERED TO SITE CODE(S):							FY 2021/2022															
OU NAME	AREA	ACTIVITY TITLE	DOCUMENT TYPE	START DATE	TOT HRS	TOT \$	Project Manager	Supervisor	Engineering	Geology	Toxicology	Industrial Hygiene	Public Participation	Legal	CEQA	OEJTA	Financial Assurance	Admin Proj. Manager	Clerical	Travel \$	Contracts \$	
PROJECT WIDE		Draft Mitigated Negative Declaration	CEQA - Initial Study/ Mitigated Neg. Dec. (MND)	04/26/2021	44	\$10,070	12	2	0	0	0	0	0	0	24	0	0	2	4	\$0	\$0	
PROJECT WIDE		Supplemental Site Inspection II Report	Supplemental Site Investigation Report	10/15/2021	44	\$12,060	24	2	0	0	16	0	0	0	0	0	0	0	2	\$0	\$0	
PROJECT WIDE		Removal Action Workplan	Removal Action Workplan	10/31/2021	98	\$24,998	44	8	0	0	24	0	16	0	0	0	0	2	4	\$0	\$0	
PROJECT WIDE		Removal Action Completion Report	Removal Action Completion Report	03/31/2022	78	\$21,522	50	4	0	0	18	0	0	0	0	0	0	2	4	\$0	\$0	
Project Management					28	\$8,548	20	8	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	
Totals					292	\$77,198	150	24	0	0	58	0	16	0	24	0	0	6	14	\$0	\$0	
Hourly Rate							\$301	\$316	\$0	\$0	\$251	\$0	\$157	\$0	\$214	\$0	\$0	\$157	\$94			
Cost							\$45,150	\$7,584	\$0	\$0	\$14,558	\$0	\$2,512	\$0	\$5,136	\$0	\$0	\$942	\$1,316	\$0	\$0	
Grand Total							\$77,198															

**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 Golden PMI 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 21st, 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 September 20, 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 \$4,100, 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.

\_\_\_\_n/a\_\_\_\_  
(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:

<b>District Representative</b> 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	<b>Golden PMI Inc. Representative</b> Name: Paul Olney Title: Owner Address: 4441 Enterprise St Fremont Ca 94538. Phone: 510-673-8239 Fax: Email: polney@goldenpmi.com
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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**

**Golden PMI Inc.**

By: \_\_\_\_\_

By: *Paul Olney*

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Title: Owner  
 Date: 9-7-21

**FOR DISTRICT OFFICE USE**

Funding Code: \_\_\_\_\_  
 Funding Program: \_\_\_\_\_  
 Form approved by District Legal Counsel 5/22/2020

**FOR CONTRACTOR TO COMPLETE:**

License # Type text here

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 21st, 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 21st, 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 21st, 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 \$4,100, 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: 9-7-21

Legal Name of Contractor: Golden PMI Inc.

Signature: *Paul Olney*

By (Name of signatory): Paul Olney

Its (Title): Owner

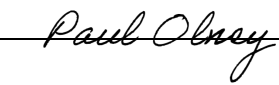
### **TUBERCULOSIS CLEARANCE**

(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:	9-7-21
Legal Name of Contractor:	Golden PMI Inc.
Signature:	
By (Name of signatory):	Paul Olney
Its (Title):	Owner

**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: 9-7-21

Legal Name of Contractor: Golden PMI Inc.

Signature: *Paul Olney*

By (Name of signatory): Paul Olney

Its (Title): Owner

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**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:	<u>9--7-21</u>
Legal Name of Contractor:	<u>Golden PMI Inc.</u>
Signature:	<u><i>Paul Olney</i></u>
By (Name of signatory):	<u>Paul Olney</u>
Its (Title):	<u>Owner</u>



We have prepared a quote for you

**GUSD Christopher High School Pump House and  
Storage Area Cameras Install**

Quote # Q-GG003138  
Version 2

Prepared for:

**Gilroy Unified School District**

Paul Nadeau  
[paul.nadeau@gilroyunified.org](mailto:paul.nadeau@gilroyunified.org)



- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Monday, August 30, 2021

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

Dear Paul,

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

**The following is included in this proposal:**

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

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

- 3 - Cameras and Licensing for CHS Pump House Locations
- 2 Cameras Installed in storage areas.
- Wiring and Installation of said equipment affixed to existing structures
- On going maintenance is quoted as optional and is highly recommended. As it will cover all labor to replace cameras and switches if needed. Also include quarterly as needed cleanings.

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

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

A handwritten signature in black ink, appearing to be "P. Nadeau", with a small dot at the end.

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*








Garth Gilmour

QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




## HARDWARE

Line#	Qty	Description	Price	Ext. Price
1.1	5	CB51-30E-HW <b>Verkada CB51-E Outdoor Bullet Camera, 5MP, Varifocal Lens, 30 Days of Storage</b>	\$1,049.25	\$5,246.25
1.2	1	Misc Material <b>Conduit, Mounting Boxes, Velcro, zip ties. Mounti</b>  Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.	\$104.00	\$104.00
1.3	3	IC1078F6BK <b>ICC Cat 6 HD Modular Connector, Black</b>  ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black	\$5.99	\$17.97
1.4	3	ICPCSD03BL <b>ICC Cat 6 Molded Patch Cord</b>  Category 6 for Network Device - Patch Cable - 3 ft - 25 Pack - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Gold Plated Contact - Blue	\$7.99	\$23.97
1.5	0.75	OE-CAT6PWH <b>Plenum - Cat6 4 pair UTP ethernet cable WHT BOX</b>  23/4 C6 CMP/FT6 WHT 1M RL/BOX	\$390.00	\$292.50
1.6	3	RJ45 <b>RJ45 Passthrough Connector</b> 	\$2.53	\$7.59
1.7		<b>Camera Options</b>		

Subtotal: **\$5,692.28**

Estimated Tax: **\$512.31**

## LICENSING & MFR. SUPPORT

Line#	Qty	Description	Price	Ext. Price
2.1	5	LIC-3Y <b>Verkada 3 Year License</b> 	\$374.25	\$1,871.25




- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



## LICENSING & MFR. SUPPORT


Line#	Qty	Description	Price	Ext. Price
			Subtotal:	<b>\$1,871.25</b>

## PROFESSIONAL SERVICES

Line#	Qty	Description	Price	Ext. Price
3.1	2	PS-WP-INT <b>Camera Interior - Wire Placement</b>  PS Wire Placement	\$290.00	\$580.00
3.2	3	PS-WP-EXT <b>Camera Exterior - Wire Placement</b>  PS Wire Placement	\$345.00	\$1,035.00
3.3	5	PS-CAM-INST <b>Camera Installation, Configuration, alignment, network config and labeling.</b>  PS Camera Installation	\$125.00	\$625.00
			Subtotal:	<b>\$2,240.00</b>

## OPTIONAL SURVEILLANCE SUPPORT - MONTHLY

\* Contains Optional Items

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

\* Optional Monthly Subtotal: **\$15.00**


- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



NOTES

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

SHIPPING

Line#	Qty	Description	Price	Ext. Price
6.1	1	<div>UPS-GROUND</div> <div> UPS-GROUND SHIPPING</div>	\$129.00	\$129.00

Subtotal: \$129.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



## GUSD Christopher High School Pump House and Storage Area Cameras Install

### Prepared by:

**QOVO Solutions, Inc.**

Garth Gilmour  
844.768.6462  
garth@qovoinc.com

### Prepared for:

**Gilroy Unified School District**

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

### Quote Information:

**Quote #: Q-GG003138**

Version: 2  
Delivery Date: 08/30/2021  
Expiration Date: 10/29/2021

## Quote Summary

Description	Amount
HARDWARE	\$5,692.28
LICENSING & MFR. SUPPORT	\$1,871.25
PROFESSIONAL SERVICES	\$2,240.00

**Subtotal: \$9,803.53**

**Shipping: \$129.00**

**Estimated Tax: \$512.31**

**Total: \$10,444.84**

## \*Optional Expenses

Description	Recurring
OPTIONAL SURVEILLANCE SUPPORT - MONTHLY	\$15.00

**Optional Subtotal: \$15.00**

## Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$5,222.42
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$5,222.42

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



#### TERMS AND CONDITIONS

##### PRICING:

Quote is valid for 30 days from issuance.

##### PAYMENT TERMS: Net 30

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

##### LATE PAYMENT POLICY:

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

##### PURCHASE ORDERS:


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

##### COMMUNICATIONS:

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

QOVO Solutions, Inc.

Gilroy Unified School District

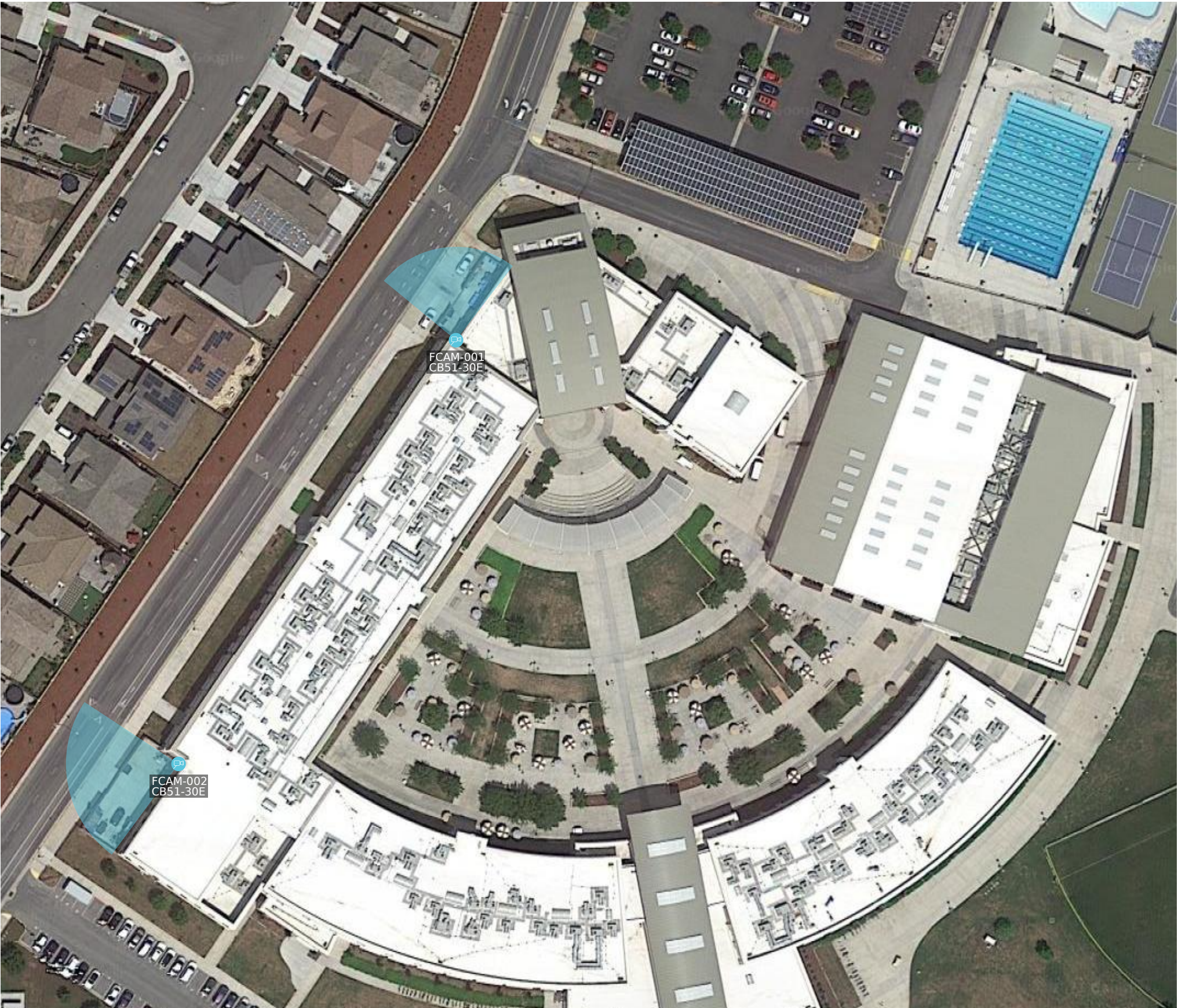
Signature:   
 Name: Garth Gilmour  
 Title:  
 Date: 08/30/2021

Signature: \_\_\_\_\_  
 Name: Paul Nadeau  
 Date: \_\_\_\_\_











# Paul's Brainstorming Ideas

## Background

As a result of moving the 4 Adult Ed classrooms from the South Valley campus as well as the SCCOE Headstart facility (2 classrooms and an office building), GUSD now has 9 “classrooms” and a portable office building available for installations around the district where needed. (Note: we already have two classroom buildings stored at the Maintenance yard.)

## Potential Uses

### State/SPED Preschool

After the modernization of South Valley Middle School, the MOTS yard will be the oldest structures in the District. The current Maintenance office is located in a building that has an original construction date between 1909 and 1911. The last modernization to this building was in 1949 when it was fitted with steel posts for earthquake protection. This building also houses a State Preschool with a current enrollment of 31 students, a SPED Preschool, with 20 students, and approximately 21 GUSD staff members. This facility also performs Speech Therapy for the District, service approximately 120 students daily. In the event a structural analysis of this building suggests it is beyond its useful life, we could reconfigure any or all of the portables to “re-locate” this school on the same property at a significantly lower cost than building from scratch.

### Transportation Office/Dispatch

The next oldest building is the Transportation Office / Bus Maintenance Building. Although we don't have reliable information on the construction of this building, it appears on our cartography records around 1956. This building currently has 2 offices, a dispatch office, training room, and storage room. In the event this building is considered past its useful life, these facilities could be relocated to portables already located on-site.



## Expansion of Elementary School Site

In the event that another elementary school is closed, there may be the need to augment one or more of our existing campuses with more classrooms. With a positive inventory of portable classrooms, it is possible that we can add classrooms to sites like Luigi Aprea, Rucker, Glen View, or Rod Kelley.

As always, I am thinking strategically about the future of the District's facilities and how to best utilize the existing facilities to our advantage. Until acted upon by the Facilities Subcommittee and ultimately, the Board of Education, these ideas should remain just that, ideas and potential plans to best serve the District's needs.



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

No. 1 of 1

Date: Sept 20th, 2021

## PROPOSAL

PROPOSAL SUBMITTED TO		EMAIL	DATE OF PLANS/PAGE #'S
G.U.S.D. / Dan McAuliffe		Dan.mcauliffe@gusd.k12.ca.us	
PHONE NUMBER	FAX NUMBER	JOB NAME	
408-337-3227		Mt Madonna High School	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
7810 ARROYO CIR. GILROY, CA. 95020		FRONT OF SCHOOL DG AREA .	

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

### FLEA INFESTED DG / LUNCH AREA:

Excavate existing soil to allow for thickened concrete **FIRE LANE** 20'x120' with 6-1/2" of recycled base rock and #5 rebar 16" on center both ways with 5-1/2" Concrete 6 sack 3/4" rock, light broom finish.  
**( 2,400 sf @ 5-1/2" = 43 yards )**

Excavate soil to allow for 4 inches of base rock,  
 Compact sub grade, install 4" of class 2 recycled base rock.  
 Set all form work, for concrete Approx. **( 6,747 sf @ 4" = 86 Yards )**  
 Install rebar #4 at 18" on center both ways.  
 Pour Concrete using a line pump. approx. 128 yards of concrete.  
 Light broom finish.

Total SF = 9,600  
 Total Yards = 129

**TOTAL COST \$ 92,376**

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

Ninety two thousand three hundred seventy six dollars . \_\_\_\_\_ dollars **\$92,376**

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

*Jose Espanza*

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](mailto:efsconcrete2008@yahoo.com) | [www.efsconcrete.com](http://www.efsconcrete.com)











We have prepared a quote for you

**GUSD GHS Farm Head and 360° Proposal**

Quote # Q-GG003587

Version 1

Prepared for:

**Gilroy Unified School District**

Aurelio Rodriguez

[aurelio.rodriguez@gilroyunified.org](mailto:aurelio.rodriguez@gilroyunified.org)



- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Saturday, September 11, 2021

Gilroy Unified School District  
Aurelio Rodriguez  
7810 Arroyo Circle  
Gilroy, CA 95020  
aurelio.rodriguez@gilroyunified.org

Dear Aurelio,

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

**The following is included in this proposal:**

Pro Watch trailer with access to live Video Surveillance Cameras and 30 days of recording and unlimited cloud archiving and downloading. This quote also includes delivery, and Setup.

- 1 - MDT-400 Watt Solar Trailer
- 2 - Verkada 5MP Cloud Cameras 30 day retention
- 1 - 4g/LTE Cellular Modem (client needs to provide sim card service)
- 1 - LED warning light
- 1 - Solar Charger with Remote access

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

Sincerely,

A handwritten signature in black ink, appearing to read "Garth Gilmour".

Garth Gilmour





QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



## PRO WATCH TRAILER / HEAD UNIT

\* Contains Optional Items

Line#	Qty	Description
3.1	1*	<b>MDT-400 G3 Vorp Energy MDT Solar Surveillance Trailer with 400W Solar Array</b>  <ul style="list-style-type: none"> <li>• 400w Solar Array</li> <li>• (2) 200Ah 12v SLA Batteries</li> <li>• 18ft Telescopic Mast w/ (1) 18-2 Power Cable</li> <li>• Remote Monitor and Power Cycle features</li> </ul>
3.2	1*	<b>MDT-ACC-2CAT5 Coiled cable upgrade for MDT solar surveillance trailer replaces standard coiled cable with advanced cable</b> 
3.3	2	<b>CD51-30E-HW Verkada CD51-E Outdoor Dome Camera, 5MP, Zoom Lens, 30 Days of Storage</b>
3.4	2	<b>LIC-5Y Verkada 5 Year Camera License</b>
3.5	1*	<b>PW2-C 2 Cam Head Unit with LTE Cellular Modem</b>  <ul style="list-style-type: none"> <li>• 4g/LTE Cellular Modem</li> <li>• 60w 4 Ports POE Remote Managed Switch</li> <li>• 4 Input/Output Relay Controls</li> <li>• LED Notification Light</li> <li>• (2) Cellular Antenna</li> <li>• (1) Wifi Local Antenna</li> </ul>
3.6	1	<b>PW2 2 Cam Head Unit with out Cellular w/Wi-Fi</b>  <ul style="list-style-type: none"> <li>60w 4 Ports POE Remote Managed Switch</li> <li>4 Input/Output Relay Controls</li> <li>LED Notification Light</li> </ul>




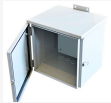




\* Optional Subtotal: \$17,755.00

Subtotal: \$5,070.70

Estimated Tax: \$456.36

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE


## HARDWARE

Line#	Qty	Description
4.1	1	<b>CF81-30E-HW Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days of Storage</b> 
4.2	1	<b>PM Universal Pole Mount Adapter (Black)</b> Designed for Pole Mounting Cameras, Stainless Steel Clasp, Aluminum Alloy Mounting Board, Compatible with Wall Mount Brackets 
4.3	1	<b>Misc Material Conduit, Mounting Boxes, Velcro, zip ties. Mounti</b> Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut. 
4.4	1	<b>N3R-5808 12X12X10 NEMA BOX (FITS US-8-150W)</b> 
4.5	0.25	<b>OD-CABLE Stranded, 550Mhz, UTP, Pure Bare Copper Wire, Outdoor, 23AWG, Black</b> 
4.6	1	<b>RJ45 RJ45 Passthrough Connector</b> 
4.7	1	<b>US-8-150W Ubiquiti UniFi Ethernet Switch - 8 Ports POE</b> 
4.8	1	<b>NETWAY4EWP Altronix 4-Port PoE+ Hardened Switch</b> Altronix 4-Port PoE+ Hardened Switch - Network (RJ-45) - 4x PoE+ (RJ-45) Ports - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 1 x Expansion Slots - SFP - 1 x SFP Slots - External 

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE






## HARDWARE

Line#	Qty	Description
4.9	2	 <b>NS-5AC-US Ubiquiti NanoStation AC NS-5AC IEEE 802.11ac 450 Mbit/s Wireless Access Point - 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Pole-mountable, Wall Mountable</b>

Subtotal: **\$3,016.50**

Estimated Tax: **\$271.49**

## PROFESSIONAL SERVICES

Line#	Qty	Description
5.1	1	 <b>CAM-HEAD-INST Installation and Setup of Camera Head</b> <ul style="list-style-type: none"> <li>• Mounted to existing structure or pole</li> <li>• Connected to Customer provided power</li> <li>• Does not include lift rental if needed</li> </ul>
5.2	1	 <b>PW-DC Delivery &amp; Setup Charge</b>
5.3	1	 <b>QOVO-PS Install in Birthing Barn</b> Installation and Wire Placement for cameras.

Subtotal: **\$1,205.00**

## NOTES

Line#	Qty	Description
8.1	1	<b>Note</b> <b>Terms and Conditions Taxes, shipping, handling and other fee</b> Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.


- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



## NOTES

Line#	Qty	Description
8.2	1	<p>Note</p> <p>Please note that the proposed system needs to have a Basic High Speed Internet to configure, control to be functional. This allows for remote monitoring and visibility to the camera system. The Verkada model is to remove the need for a local DVR/Machine that draws power and requires maintenance and updates. The High Speed internet can be shared with other facility uses such as Access Control Systems and other shared services.</p>
8.3	6	<p>Note - Pole</p> <p>GUSD to provide pole on which to install the Pro-Watch Head</p>

## SHIPPING

Line#	Qty	Description
9.1	1	<p>SHIPPING</p> <p>UPS-GROUND SHIPPING</p> 

Subtotal: **\$150.00**

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



## GUSD GHS Farm Head and 360° Proposal

### Prepared by:

**QOVO Solutions, Inc.**

Garth Gilmour  
844.768.6462  
garth@qovoinc.com

### Prepared for:

**Gilroy Unified School District**

7810 Arroyo Circle  
Gilroy, CA 95020  
Aurelio Rodriguez  
(669) 205-4050  
aurelio.rodriguez@gilroyunified.org

### Quote Information:

**Quote #: Q-GG003587**

Version: 1  
Delivery Date: 09/11/2021  
Expiration Date: 10/11/2021

## Quote Summary

Description	Amount
PRO WATCH TRAILER / HEAD UNIT	\$5,070.70
HARDWARE	\$3,016.50
PROFESSIONAL SERVICES	\$1,205.00

**Subtotal: \$9,292.20**

**Shipping: \$150.00**

**Estimated Tax: \$727.85**

**Total: \$10,170.04**

## \*Optional Expenses

Description	One-Time
PRO WATCH TRAILER / HEAD UNIT	\$17,755.00

**Optional Subtotal: \$17,755.00**

## Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$5,085.02
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$5,085.02

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



#### TERMS AND CONDITIONS

##### PRICING:

Quote is valid for 30 days from issuance.

##### PAYMENT TERMS: Net 21

Taxes, shipping, handling, and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors. QOVO Solutions, Inc. retains all ownership of equipment installed until payment for equipment and installation is made in full. We retain the right to file a lien where applicable under the relevant state and local laws including those of the applicable licensing authorities.

##### LATE PAYMENT POLICY:

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

##### PURCHASE ORDERS:

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

##### COMMUNICATIONS:

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QOVO Solutions, Inc.

Gilroy Unified School District

Signature:

A handwritten signature in black ink, appearing to be "Garth Gilmour", written over a horizontal line.

Name: Garth Gilmour

Title: \_\_\_\_\_

Date: 09/11/2021

Signature: \_\_\_\_\_

Name: Aurelio Rodriguez

Date: \_\_\_\_\_