



**FACILITIES SUBCOMMITTEE MEETING**  
 Gilroy Unified School District – via Zoom teleconference  
 9 a.m. Friday, Oct. 22, 2021

1.

ITEM	PAGE #
A. <b>Time certain, 9 a.m.:</b> Solar Presentation/Analysis by ForeFront Power/SPURR	
B. Approval of minutes: Sept. 24, 2021	1

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Fencing project	MOTS*	Dryco Inc.	\$102,770	Measure E	6
B. SPEC Safety and Accessibility Study 2021	Elementary schools	N/A	N/A	N/A	13
C. MOTS building structural analysis review	MOTS*	N/A	N/A	N/A	125
D. Costs of oversight for Brownell project report	Brownell MS	N/A	N/A	N/A	141
E. Plaza change order	Gilroy HS	Kent Construction	\$16,608	Measure E	142

- **MOTS = Maintenance, Operations & Transportation Yard**

**3. MAINTENANCE (DAN MCAULIFFE)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Wheelchair, ADA-compliant concrete work	Luigi ES	EF&S	\$8,300	RRM	144
B. Lunch shade/canopies	All sites	USA Shade & Fabric	Est. \$960K	ESSER II	148
C. Water stations update	All sites	Plumbing America Quotes	Est. \$500K	ESSER III	160
D. Sewer problems <b>INFORMATION ONLY</b>	Gilroy HS	N/A	N/A	N/A	N/A

**4. ALVARO MEZA'S ITEMS**

ITEM	PAGE #
A. Updated Modernization Eligibility (information)	166
B. Updated Bond Priorities Budget Worksheet (information)	167

**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:**

9 A.M. FRIDAY, NOV. 19, 2021

9 A.M. FRIDAY, DEC. 10, 2021

## FACILITIES SUBCOMMITTEE MEETING

MINUTES FROM SEPT. 24, 2021

### PRESENT

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:** 9:04 a.m.

1.

ITEM
A. Approval of minutes: Aug. 6, 2021
<p>MINUTES</p> <ul style="list-style-type: none"> <li>Mark moved to approve. James seconded.</li> <li>All in favor.</li> </ul>

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Hazmat survey of old I.T. building (275 IOOF Ave.)	Gilroy Prep School	EnviroScience	\$7,518	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>Required preliminary environmental assessment.</li> <li>Would like to be able to use the demolition crew that will be already on site for the South Valley MS Modernization Project. This would be done in June.</li> <li>This building has to be demolished because of safety concerns. Building was condemned in 2017 because of extensive roof damage.</li> <li>This will be for a empty lot. Paul has reached out to Gilroy Prep School to see if they would like to convert this to a parking lot, at their cost.</li> <li>Building is housing surplus furniture.</li> <li>Next steps: This will go to the board for approval.</li> </ul>				

B. Earth Systems Amendment (Phase 1, Inc. 2)	South Valley MS	Earth Systems Inc.	\$212,369	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>Initial contract that went to the board was \$83K.</li> <li>This may have captured most of the project needs. This was in line with was spent at Brownell.</li> <li>Next steps: This will go to the board for approval.</li> </ul>				
C. Glen View garden fence	Glen View ES	Crusader Fence Co.	\$9,178	Site funds
<p>MINUTES</p> <ul style="list-style-type: none"> <li>This chain-link, 4-foot tall fence that would go around garden bed near the playground.</li> <li>This item is being tabled on Dr. Flores' request. On a recent site visit, Dr. Flores, Trustee Piceno, Trustee Nelson and Principal Vasquez have discussed that this proposed location. It makes more sense to keep it where it was originally intended because that area has fencing, water access and has had some preparation done, thanks to a grant.</li> <li>The request now is to remove the rocky material from the area near the playground.</li> <li>Next steps: Paul will work on proposals of costs for covert the area near the playground to sod or concrete.</li> </ul>				
D. DTSC oversight	South Valley MS	DTSC	\$77,198	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> <li>This for the Department of Toxic Substances Control (DTSC) oversight of the California Environmental Quality Act (CEQA) process for the South Valley MS project.</li> <li>Linda requests the summary of the costs for Brownell modernization project for the regulatory items (such DTSC, inspector of records) – outside of architecture and construction costs – and what percentage of the total project cost they represent.</li> <li>Next steps: Paul will present the information Linda requested at the October FSC meeting.</li> </ul>				
E. Furniture installation	Christopher HS	Golden PMI	\$4,100	General fund
<p>MINUTES</p> <ul style="list-style-type: none"> <li>This to install the new furniture at the computer lab at Christopher HS.</li> <li>The project includes buying additional computers, revamping a room for those devices and adding more power sources to the lab. The construction was completed last summer.</li> <li>Dr. Flores requests that committee be reminded about a project when a lot of time passes between committee approval and continuing work.</li> <li>Next steps: This will go the board for approval.</li> </ul>				
F. Installation of cameras	Christopher HS	QoVo Inc.	\$10,609.60	Measure E & site funds
<p>MINUTES</p> <ul style="list-style-type: none"> <li>This started with cameras at Gilroy HS pool to deter vandalism and break-ins. To keep the sites equitable, two cameras are going to Christopher HS pool, near Day Road.</li> </ul>				

- Two other cameras will overlook storage bays near Cougar Court. They will be paid out of site funds.
- This request came to the committee in January but it was postponed because of security issues that arose about the vendor.
- Next steps: This is going to the board for approval.

G. Paul's brainstorm Facilities planning ideas (for feedback)	MOTS Yard	N/A	N/A	N/A
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MINUTES

- This request came from the Sept. 16 board BOE meeting.
- The district has collected several portable buildings into storage for future use. Paul was asked to articulate his ideas for possible uses for these buildings.
- This is what is in the Maintenance/Transportation yard:
  - Four buildings from Adult Ed, from Murray Avenue, were moved next to Transportation. These portables are set up on the asphalt and ready to use, pending utility hookups and decking/ramp installation.
  - Three buildings from SCCOE Head Start, also on Murray Avenue, made up of two classrooms and office space.
  - One building from SCCOE Head Start, a mobile office from Hollister.
- The key will be the assessment of the existing, permanent buildings. The buildings in the area are halfway through a structural analysis. These portables could be for Transportation, Maintenance or state preschool programs if they had to move because of the analysis findings.
- Alvaro: Money in Fund 35 (state matching funds) may be available to use for these.
- Two portables are set up for TK bathrooms.
- Another idea would be to evaluate if the Annex lease is needed and to move I.T. and P.D. area to some of these portables. That lease is \$100K a year.
- James said he was concerned that the price of moving portable can be more expensive than buying a new portable.
  - Alvaro said a significant issue now is the supply and wait for new portables. These could be valuable on the resale market, if needed.
  - Paul said a new 24' x40' portable is \$237K, finished and delivered by not hooked up (no foundation pad).
- Next steps: The committee would like to wait for the results of the structural analysis of the MOTS buildings before making decisions about the portables.

H. Notice of availability/offer to sell surplus property	Gilroy Gardens excess land	City of Gilroy	N/A	N/A
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MINUTES

- Information-only item.
- The City of Gilroy has issued a notification that 245 acres, near Gilroy Gardens, is being surplus and sold.
- The notification is required.
- Next steps: No interest from the district.

**3. MAINTENANCE (DAN MCAULIFFE)**

A. Additional concrete hardscape	Mt. Madonna HS	EF&S Concrete	\$92,376	RRM	N/A
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**MINUTES**

- Mt. Madonna HS has another flea infestation.
- The problem has been because of the area’s foliage, landscaping and crawl-spaces under buildings. The neighborhood harbors many pests, including skunks, possums, rodents.
- The additional work is excavation and concrete to reduce the access to these animals and the places where fleas can multiply. The area is in front of the front office, where fleas have been burrowing.
- Electronic traps are in the buildings.
- The work is between blacktop and lunch area. The site will get more useable surface area after this is done. This area would often get muddy during the rainy season.
- This project doesn’t need oversight from the Division of the State Architect (DSA) oversight
- This is phase two of the work at this site to control flea infestation.
- Staff will treat the entire area after the concrete is done.
- Some minor issues at Rod Kelley. As a preventive measure, the entire campus will be treated.
- Neighbors have reported cars spinning doughnuts in the parking lot after hours. The proposed deterrent would be speed bumps or parking stops. The committee supports installing stops, which would be the more economical option.
- The principal has requested shade structures over the area that’s being paved. MMHS will receive temporary shade structures for this area. Also, Dan is meeting with a vendor to discuss structure options.
- If we wait on this quote, the price may go up because the vendor would have come out again instead of continuing the work that is already started. Also, waiting would delay the return of students and staff to campus.
- We don’t have issues with fleas of this degree at other sites. The maintenance staff has been successful at containing small outbreaks anywhere else with the tools they have available.
- Dr. Flores asked that maintenance take a look at whether a sidewalk is needed between the campus and the parking lot, not as part of this work but as a possible future project.
- Next steps: The committee approves for the concrete work to move forward. The contract will go to the board as a ratification.

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

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

**MINUTES**

- This is an issue that has revisited. The farm has very little to no security. There have been issues with break-ins, stolen equipment and animal feed.
- The cameras would help monitor students who have to visit in mornings, evenings and weekends to feed and care for animals. It can also help with monitoring animals who are in labor.
- The quote includes the optional trailer. Aurelio recommends the stationary cameras, not at the trailer.

- The camera feeds are monitored by anyone who granted that access through Aurelio: Gilroy HS ag teachers and admin team.
- Next steps: This will go to the board for approval.

## OTHER PROJECTS/FACILITY ISSUES AT SITES

SITES
<p><b>BROWNELL MS</b></p> <ul style="list-style-type: none"> <li>• This site has about 180 cameras installed. Principal David Laboranti has requested 360-degree cameras, now that the technology is available. The committee doesn't support this request for 360-degree cameras. Paul and Dr. Flores walked the site with David to talk about the camera system, once the site project was completed, to evaluate coverage. Paul is already working on a plan with Qovo to address blind spots that were identified in the walk-through. Dr. Flores: More research needs to be done into the blind spots in original design/installation vs. extra ones that principal is requesting. Next steps: Aurelio and Alvaro will do an additional walk-through and follow-up with David Laboranti with an emphasis of making the best use of the cameras that are already installed.</li> </ul>
<p><b>LUIGI APREA ES</b></p> <ul style="list-style-type: none"> <li>• Parents at a recent parent club expressed concern about the site's use of the playground at the adjoining park. The shared playground is part of the joint-use agreement with City of Gilroy. Next steps: Dr. Flores requests that a proposal for installing a playground within the campus to be added to the next FSC agenda. It should include what can be done, where it can go, cost and funding source. This should include cost of fencing.</li> </ul>

**MEETING ADJOURNED:** 10:33 a.m.

**NEXT MEETINGS (proposed):**

- 9 a.m. Friday, Oct. 22
- 9 a.m. Friday, Nov. 19
- 9 a.m. Friday, Dec.10

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

Marissa Van Patten  
Gilroy Unified School District  
(408) 842-8297  
marissa.vanpatten@gilroyunified.org



# DRYCO PROPOSAL CONTRACT

Proposal #: 042029  
Gilroy Unified School District

Prepared for:  
Marissa Van Patten

Date Prepared:  
9/16/2021



OSHA INCIDENT RATE



WORKER'S COMP RATING



# PROPOSAL CONTRACT

Date: 9/16/2021  
 Est. Code: GUSD-Gilroy Yard-Trash Fence

Proposal #: 042024  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020

Job Site: 220 Swanston Lane  
 Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

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 Fax: (408) 848-6424

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 Email: marissa.vanpatten@gilroyunified.org  
 Fax: (408) 848-6424



Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information and a site visit conducted on September 2021. Indicated below is our proposed scope of work.</p> <p style="text-align: center;"><b>CHAIN LINK SCREEN: (Dumpster Area)</b></p> <p>11 EA <b>Fence Posts:</b> Install 1-7/8" galvanized posts with concrete footings.</p> <p>80 LF <b>6FT Chain Link Fence:</b> Install chain link fence. (2" Diamond) Install top rail with bottom tension wire. Install and fasten fence.</p> <p>LS <b>Wind Screen:</b> Supply and Install blue wind screen along perimeter of storage cage.</p> <p><b>NOTES &amp; CLARIFICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekdays and regular hours.</li> <li>2. It is anticipated to take 2-3 working days to complete our proposed scope of work.</li> <li>3. Lead time for gates fabrication is 3-4 days</li> <li>4. Lead time of material is 2 weeks once ordered placed.</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permit and Inspection Fees</li> <li>2. Panic Bar and Hydraulic Closer</li> </ol>

1

DRYCO's Authorized Representative: Art Miranda  
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$8,674

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

Customer Signature: \_\_\_\_\_  
 Gilroy Unified School District

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

Payment Terms: DUE UPON RECEIPT OF INVOICE

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

# PROPOSAL CONTRACT

Date: 9/16/2021  
 Est. Code: GUSD-Gilroy Yard-Alley Fence



Proposal #: 042023  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020

Job Site: 220 Swanston Lane  
 Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

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 Fax: (408) 848-6424

Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information and a site visit conducted on September 2021. Indicated below is our proposed scope of work.</p> <p style="text-align: center;"><b>CHAIN LINK FENCE: (Alley)</b></p> <p>4 EA <b>Fence Posts:</b> Install 1-7/8" galvanized posts with concrete footings.</p> <p>30 LF <b>6FT Chain Link Fence:</b> Install chain link fence. (2" Diamond) Install top rail with bottom tension wire. Install and fasten fence.</p> <p><b>NOTES &amp; CLARIFICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekdays and regular hours.</li> <li>2. It is anticipated to take 2-3 working days to complete our proposed scope of work.</li> <li>3. Lead time for gates fabrication is 3-4 days</li> <li>4. Lead time of material is 2 weeks once ordered placed.</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permit and Inspection Fees</li> <li>2. Panic Bar and Hydraulic Closer</li> </ol>

1

DRYCO's Authorized Representative:   
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$4,311  
 Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature: \_\_\_\_\_  
 Gilroy Unified School District

Date: \_\_\_\_\_  
 Payment Terms: DUE UPON RECEIPT OF INVOICE

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

# PROPOSAL CONTRACT

Date: 9/16/2021  
 Est. Code: GUSD-Gilroy Yard-Temp Fence



Proposal #: 042028  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020

Job Site: 220 Swanston Lane  
 Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

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Quantity	Description
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information and a site visit conducted on September 2021. Indicated below is our proposed scope of work.</p> <p style="text-align: center;"><b>CHAIN LINK TEMPORARY FENCE:</b></p> <p><u>Installation</u>                      31 EA <b>Fence Posts:</b> Install 1-5/8" galvanized posts driven into ground.</p> <p><u>Disassemble</u>  <b>Fence Tear Down:</b> Unfasten chain link fence and salvage all posts for transport.</p> <p>250 LF <b>6FT Chain Link Fence:</b> Install chain link fence.</p> <p><b>NOTES &amp; CLARIFICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekdays and regular hours.</li> <li>2. It is anticipated to take 1-2 working days to complete our proposed scope of work.</li> <li>3. Rental Period to be 1 year minimum</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permit and Inspection Fees</li> <li>2. Gates.</li> </ol>

2

DRYCO's Authorized Representative:   
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$10,644

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

Customer Signature: \_\_\_\_\_  
 Gilroy Unified School District

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

Payment Terms: DUE UPON RECEIPT OF INVOICE

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

# PROPOSAL CONTRACT

Date: 9/21/2021  
 Est. Code: Gilroy-Yard-Operators



Proposal #: 042137  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020

Job Site: 220 Swanston Lane  
 Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

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 Fax: (408) 848-6424

Quantity	Description	
	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on a site visit conducted on September 2021 and the provided information. Indicated below is our proposed scope of work.</p> <p style="text-align: center;"><b>GATE OPERATORS:</b></p> <p>LS <b>Asphalt &amp; Concrete Demolition:</b> Sawcut asphalt and concrete for proper conform. Demolish and dispose of designated asphalt and concrete for proposed electrical trench. Includes transportation and disposal fees.</p> <p>LS <b>Trench Excavation:</b> Excavate proposed electrical trench. Provide trench plates at gate entrance for electrical conduit.</p> <p>LS <b>Conduit and Trench Backfill:</b> Supply and install 1" conduit (schedule 80) Backfill trench with native on site soils. Prepare for asphalt paving.</p> <p>LS <b>Concrete Gate Track &amp; Operator Pads:</b> Set forms. Supply and set reinforcing steel. Includes supplying and setting of gate track.</p> <p>LS <b>Electrical:</b> Tie-in to power spruce . Supply and pull wire. Connect to gate operators.</p> <p>LS <b>Modify Gates:</b> Modify gates for connection to gate operators.</p> <p>3 EA <b>Gate Operators:</b> Install provided gate motors. Provide and install key pad with pedestal.</p> <p>230 SF <b>Trench Paving:</b> Apply tack oil. Furnish, place and compact 3" of hot-mix asphalt pavement.</p> <p><b>NOTES &amp; CLARIFICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekday mobilizations and regular hours (7am-4pm)</li> <li>2. It is anticipated to take 5-7 working days to complete our proposed scope.</li> <li>3. This proposal is based on Prevailing Wages</li> <li>4. Gate operators are to be provided.</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permits &amp; Inspection Fees</li> <li>2. Gate Operators</li> </ol> <p><b>ADDITIONAL ITEMS:</b></p> <ol style="list-style-type: none"> <li>1. Additional Gate Openers = \$ 89..70/EA</li> </ol>	<div style="border: 2px solid red; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">3</div>

DRYCO's Authorized Representative:

  
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$76,537

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

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

Gilroy Unified School District

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

Payment Terms: DUE UPON RECEIPT OF INVOICE

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

# PROPOSAL CONTRACT

Date: 9/16/2021  
 Est. Code: GUSD-Gilroy Yard-Repair Fence



Proposal #: 042029  
 Customer: Gilroy Unified School District  
 7810 Arroyo Cir  
 Gilroy, CA 95020

Job Site: 220 Swanston Lane  
 Gilroy, CA 95020

Attn: Marissa Van Patten

Job Contact: Marissa Van Patten

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Quantity	Description
3 EA	<p>DRYCO is appreciative to provide the following proposal for the aforementioned project. Our proposal is based on the provided information and a site visit conducted on September 2021. Indicated below is our proposed scope of work.</p> <p style="text-align: center;"><b>CHAIN LINK FENCE REPAIR:</b></p> <p><b>Chain Link Fence Repair:</b> Mend fence together where holes have been created. Refasten railing and tension wire at repair locations.</p> <p><b>NOTES &amp; CLARIFICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Work to be completed during weekdays and regular hours.</li> <li>2. It is anticipated to take 2-3 working days to complete our proposed scope of work.</li> <li>3. Lead time for gates fabrication is 3-4 days</li> <li>4. Lead time of material is 2 weeks once ordered placed.</li> </ol> <p><b>SPECIFIC EXCLUSIONS:</b></p> <ol style="list-style-type: none"> <li>1. Permit and Inspection Fees</li> <li>2. Panic Bar and Hydraulic Closer</li> </ol>

4

DRYCO's Authorized Representative:   
 Art Miranda, Estimator

DRYCO proposes to complete the above work for the sum of \$2,604

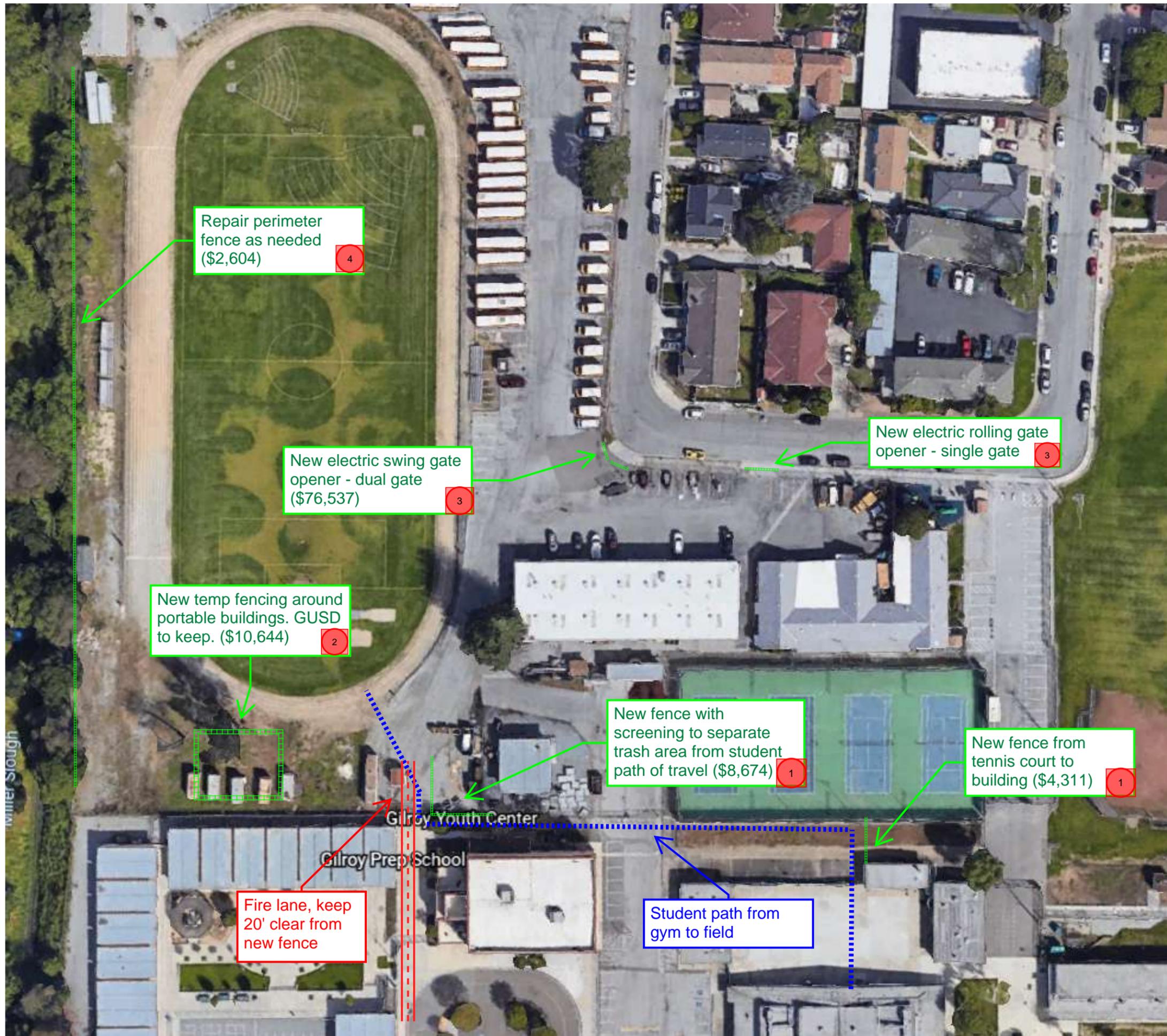
Note: This proposal may be withdrawn if not accepted within 30 days.

Customer Signature: \_\_\_\_\_  
 Gilroy Unified School District

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

Payment Terms: DUE UPON RECEIPT OF INVOICE

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



# GUSD

EXCELLENCE: IT TAKES EVERYONE!

FACILITIES

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

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

PROJECT

**Maintenance Yard Fence & Gate Upgrades**

SITE

**GUSD Maintenance Yard**  
 220 Swanston Lane

PROJECT

PROJECT

DATE  
 8/24/21

SHEET#

# Specified Play Equipment Company

CSLB# 1050307  
DIR# 1000064237

- Introduction
- Brief**

CONSULT – COLLABORATE - DESIGN - CONSTRUCT

## FEATURED

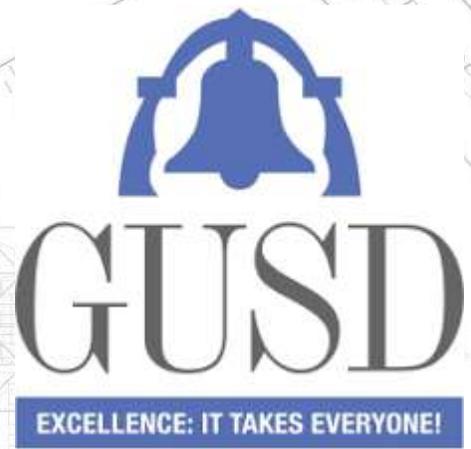
- I. Mission Statement
- II. Inclusivity Statement
- III. Services Provided
- IV. Community Outreach
- V. SPEC Company Profile
- VI. Manufacturer Information
- VII. Cooperative Purchasing: SourceWell
- VIII. Inclusive Design Inspiration
- IX. Warranty
- X. Next Steps

2021

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121 #1 INDUSTRIAL RD. BELMONT, CA 94002  
www.SPECPLAY.com | 800.475.1071



**Specified Play Equipment Company's** mission is to develop **self-regulated** play experiences for people of all ages and abilities to exercise **risk, failure,** and **mastery.**

As Experts in Play, Sport and Park

We Consult, Collaborate, Design and Construct

**As experts in Play, Park, and Sport, Specified Play Equipment Company** puts the concept of Inclusive Design into every project we do. Through extensive research, public outreach, and support from our innovative manufacturing partners, we have designed and built a plethora of “All Abilities” (inclusive ) playgrounds that have allowed children of all ages, abilities, and comfort levels to enjoy the enriching benefits of a playground together.

“What is the difference between an “Accessible Playground design” and an “Inclusive Playground Design?” This is an excellent question that we enjoy discussing, as there are many misconceptions about this topic. To begin, every playground intended for public use is required to be ADA compliant. At SPEC, we see ADA compliance as the bare minimum in terms of design. Of course, a playground must be accessible! Of course, we must provide opportunities for all mobility levels to have fun and enjoy the space! Instead of only focusing on accessibility, we focus on Inclusivity, for which accessibility is just **one** component.

ADA compliance and “Accessible Design” speaks only to mobility challenged people; specifically, providing requirements for access to and from the playground, a path of travel within the playground, the type of surfacing used to, from, and within the playground, and provides a ratio of ground level to elevated play events and activities and how they are accessed (via Transfer Station or in some cases a ramp). These guidelines do well to ensure access for children and adults with varying degrees of mobility issues to simply gain access, however they ignore a much larger population of people who experience different types of disabilities, such as ASD (Autism Spectrum Disorder), Cognitive delays, Sensory deficits, social and emotional issues, and the list goes on. The purpose of accessible design to create an outcome in which physical accessibility is achieved in the most basic sense.

Inclusive design is closely related to accessibility, as all inclusive playgrounds are accessible, but rather than an outcome, it’s a methodology for how to approach a design. It’s a process for creating a design that can be used by a large and diverse group of people. “Accessibility” on its own will leave out large sections of the population who don’t have a defined or legally recognized disability but may have issues interacting with their environment (in this case a playground) based on their individual circumstances. Inclusive design actively seeks out those diverse situations, which include all types of abilities and disabilities, and aims to address them.

A Playground with inclusive design will create a space where children of all abilities are able to play, learn, and grow together. It allows adults of varying ages and abilities to actively engage with the children in their care. The inclusive play environment can become a multi-generational gathering space for the entire community to enjoy and offer opportunities for all to **exercise risk, failure, and mastery**. Graduated challenges are what makes us all stronger and motivated to be the best we can be. It should promote child development not only a physical sense, but also in a cognitive, sensory, emotional, and especially a social sense. Playing and being challenged together is what builds confidence and helps build relationships that otherwise might not be achieved.

In an inclusive playground, not every single piece of equipment needs to appeal, or used by every single child. Not only is impossible, but it also defeats the purpose of inclusion. If designing only for children in wheelchairs, or only for cognitive disorders, etc. we in turn alienate others and discourage the larger diverse population from playing together. Stated simply, no one deserves to feel left out. If a playground is only catering to one specific element of disability, it will be void of the wide variety of activities, play events, and challenges that speak to the needs and preferences of the diverse population.

The inclusive playground design found in this proposal will engage, challenge, and help to develop all children and encourage unity despite differences in ability.

# Understanding of Inclusive Play Design

[www.specplay.com](http://www.specplay.com)  
[info@specplay.com](mailto:info@specplay.com)  
800.475.1071



## Services Provided

**Specified Play Equipment Company proudly offers the following services in regard to Playground design, construction, and maintenance:**

- **Design Services for Playground equipment:** Provided at no charge as included in equipment cost at manufacturer level.
- **Community Outreach- Surveys and community Q & A meetings:** No Charge, part of design process
- **Supply of ASTM, CPSC, IPEMA, and ADA approved playground equipment**
- **Complete Turnkey Services to include, but not limited to:**
  - ✓ Demo/Disposal of old equipment, surfacing, hardscape
  - ✓ Excavation, Disposal, and complete site preparation: Grading, Drainage, Subbase, and Containment
- **Factory Certified Installation of equipment and playground safety surfacing**
- **Bonding**
- **3<sup>rd</sup> Party CPSI Inspections**
- **CA Structural Engineer Stamped footing details and calculations** (when/if required, at additional charge)
- **Longest and Strongest Equipment warranty in the playground Industry**
- **After Sale Service with the SPEC Turnkey Guarantee, which covers labor costs on all parts covered by warranty.**
- **All equipment and services can be procured under cooperative purchasing agreements such as Sourcewell which is currently used by the district.**
- **Proven track record for quality, value, and attentive service, as displayed with projects at Rod Kelley, Glen View, and El Roble playground projects of 2020, as well as many others in the Greater Bay Area and Northern California.**

## Services Not in Scope of Work

- **Civil Engineering**
- **Geotechnical Reports**
- **DSA Submittal (when required)**
- **Topo Survey**
- **Landscaping**
- **Permitting**

# Community Outreach and Design Process

Initial Outreach	Initial Designs & Community Q & A	Design Development	Final Design/Procurement
<p>Timeline for Outreach TBD to fit stakeholder and district needs.</p>	<p>Timeline for Outreach TBD to fit stakeholder and district needs.</p>	<p>Timeline: 2-4 weeks</p>	<p>Timeline Design: 2 weeks* Production: 6-8 weeks Construction: 3-5 weeks*</p>
<p><b>Process:</b> Using an online model, a digital survey would be sent to stakeholders to get a base understanding of the design intent for the new playground (<i>Similar to that of El Roble, Rod Kelley, and Glen View projects</i>). This would include generalized options for equipment, questions about the student population and their needs/wants.</p>	<p><b>Process:</b> Based on data received from outreach surveys, initial design options to be developed for Community Review and prioritization of elements within designs. Further surveys and/or Community Outreach meeting with SPEC for Q &amp; A and further design input. <b>Expectations:</b> To refine design options based on community feedback and ensure the needs/wants are being addressed thoroughly.</p>	<p><b>Deliverables:</b> Final Design Options developed through community feedback, district feedback, and clearly identified budget constraints.  <b>Expectations:</b> Final Design Options created that align with community outreach results and fit within the District's budget. Two Design options to be presented to stakeholders for final decision.</p>	<p><b>Deliverables:</b> Submittal phase is the final phase before ordering. To include final colors, surfacing choices, and a defined scope of work for approval and purchase. <b>Expectations:</b> To have new playground equipment designed, vetted, and procured to allow for a Summer 2021 installation and completion before school starts.  * estimate only-depending on scope of work, and procurement process.</p>



David Yosso  
Principal/Owner



Daya Sanchez  
Community Outreach  
Coordinator



Denise Yosso  
Office Manager



Amanda Brown  
Marketing Designer



Brad Bailey  
Structural Engineer



Chris Olsen  
Senior Project Manager



Caroline O'Neal  
Project Manager



Kacy Roeder  
Playground Design Manager



Angel Tellez  
Project Manager



Erin Wern  
Project Manager



**Playground Designer Manager***Kacy Roeder*

2021-present

Responsible for all aspects of Landscape Design, Layouts, Code Compliance, and Construction Documents. Successfully manages Landscape and playground projects for municipalities and school districts throughout Northern California and the Greater San Francisco Bay Area.

**Education**

Master of Landscape Architecture

CU Denver, Colorado

**Project Manager-Landscape Designer***Caroline O'Neal*

2020-present

Responsible for all aspects of Playground Designs, Layouts, Code Compliance, and Construction Documents. Manages playground projects for municipalities and school districts throughout Northern California and the Greater San Francisco Bay Area.

**Education**

Master of Landscape Architecture

CU Denver, Colorado

**Certified Installer Team**

Director of Operations-Installer

Mike Altieri

Playgrounds Unlimited

Contractor's License #756794

DIR #1000008376

Santa Clara, CA

Playgrounds Unlimited (PGU) is the only company in Northern California with more than 18 years' experience. Our California State Contractors licenses include: "A", C61-D-34. A "B" license is also held by two of our staff members. PGU has 4 Certified Playground Safety Inspectors (CPSI) on staff, utilizing their 10 plus years of experience in the industry to train our installation crews and update them on changes in guidelines and regulations. PGU is certified by multiple manufacturers including all Specified Play Equipment Companies manufacturers to install their products.

**Structural Engineer Team**

Bradley J. Bailey

Bailey Structural Engineering

CA License S5896

Senior Structural Engineer

Garden Valley, CA

Bailey Structural Engineers have been working with David Yosso for more than 10 years to help design and build beautiful play structures throughout California. Our California Structural Engineers license number is S5896. We are certified by all Specified Play Equipment Companies manufacturers and suppliers to stamp and meet California Structural Engineering requirements.

**CPSI Inspection Team**

Timothy R. Kelly

TRK Play

NPSI Licensed

Senior CPSI Inspector

Coarsegold, CA

TRK Play provides consultation to Specified Play Equipment Co. during the schematic design, construction development, and installation phase to ensure the playground meets ASTM F1487. In addition, TRK Play provides ASTM F1292 attenuation testing for safety surfacing. Timothy has performed this service for David Yosso and SPEC for over 10 years.

**Pete Chiamos**

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# BURKE'S HISTORY

John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J. E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



# BURKE BUILT QUALITY

## Discover the value of investing in a Burke Playground:

**KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:** Nucleus® and Voltage® feature our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

**DIRECT-BOLT CONNECTION SYSTEM:** Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

**EZKONNECT® DECK MOUNTING SYSTEM:** Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

**PLATFORMS:** Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

**TAMPER-RESISTANT STAINLESS STEEL HARDWARE:** All hardware is covered for 100 years under our Generations Warranty.

**PREMIUM POWDER COATINGS:** Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

**COMPOUND PLASTICS WITH UV-16:** You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

**CLIMBING CABLES:** Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

**ALUMINUM CONNECTORS:** Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



# PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

## GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

## MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

## INTERACTIONS THAT MOVE US

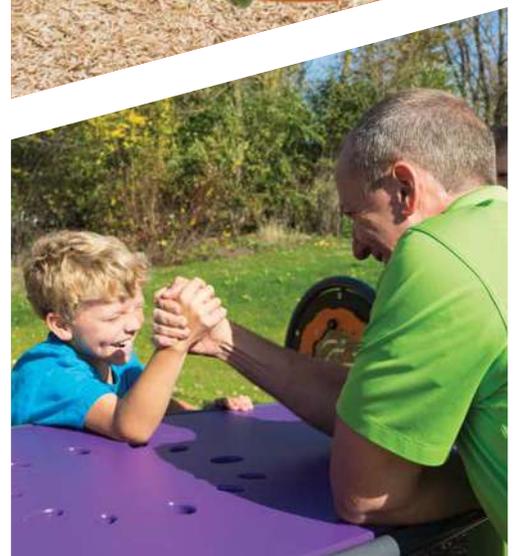
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

## MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

## PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



# Compliant, Competitive, and Convenient

Contracts for government, education, and nonprofits

## Accomplish More

As a leader in cooperative purchasing, we are passionate about helping members fulfill their public service missions.

We are building stronger relationships with members and vendors to develop practical solutions together.

Learn how we can serve you.  
For contract documents and member information, visit:

[sourcewell-mn.gov](http://sourcewell-mn.gov)  
877-585-9706

## Vendor related questions:

Marianne Larson  
920-933-6701  
[mlarson@bciburke.com](mailto:mlarson@bciburke.com)

## Compliant



- Trusted process satisfies bid requirements
- Government agency that works like you
- Achievement of Excellence in Procurement recipient

## Competitive



- Buying power of 50,000 participating agencies

## Convenient



- More than 400 trusted brands under contract
- Full catalog of options for a complete solution
- Easy, no-cost registration to use

**Burke**  
PLAY THAT MOVES YOU.

Contract #010521-BUR

# Sourcewell Advantages

- Buying power of more than **50,000** entities allows customers to pay less for products and reduce administrative costs.
- Contracts are competitively solicited, evaluated and awarded by a leading, independent government agency.
- Burke's partnership with Shade Systems
- Ability to offer open market items in addition to Shade Systems
- Representative Firms can quote/invoice Sourcewell members directly after quote has been reviewed by Burke Sales Team for contract compliance



# Burke's Contract

- Contract #010521-BUR
- Effective February 17, 2021– February 17, 2025
- Net 30 days payment terms
- Installation and related products and services can be added to the quotation.



**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

BCI Burke Company, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/15/2021 | 10:34 PM CST

DocuSigned by:  
*Doug Pietrowski*  
5E49EAF153C543E...  
By: \_\_\_\_\_  
Doug Pietrowski  
Title: Chief Financial Officer  
Date: 2/15/2021 | 1:06 PM PST

Approved:  
DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/15/2021 | 10:45 PM CST

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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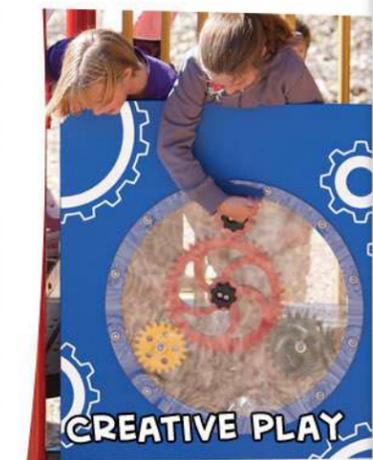
## Vendor Details

Company Name: BCI Burke Company, LLC  
Does your company conduct business under any other name? If yes, please state: WI  
Address: 727 Northwest Way  
Fond du Lac, WI 54935  
Contact: Marianne Larson  
Email: mlarson@bciburke.com  
Phone: 920-933-6701  
HST#:

## Submission Details

Created On: Thursday November 12, 2020 10:17:31  
Submitted On: Tuesday January 05, 2021 09:24:22  
Submitted By: Jessica Westphal  
Email: jwestphal@bciburke.com  
Transaction #: 496579f6-aad4-4995-b61d-21d352c781ce  
Submitter's IP Address: 24.196.128.114

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- 1 **VERVE VI XS**
- 2 **PLAYHOUSE WITH BENCHES**
- 3 **COLLISION, CHARADE, & MEMORY REACTIONS RING PANEL**
- 4 **PLAYENSEMBLE COLLECTION**
- 5 **FREEDOM SEAT**
- 6 **KONNECTION SEAT**
- 7 **REVB ROTATING CLIMBER**
- 8 **ORB ROCKER**
- 9 **VOLTA SPINNER**
- 10 **COBRA SLIDE S FUSION**
- 11 **TREE BRANCH CLIMBER**
- 12 **VELO SLIDE**
- 13 **CONVERGE CLIMBER**
- 14 **MANITOU CLIMBER**
- 15 **LUGE SLIDE**
- 16 **NOVO ARC BENCH CLIMBERS**
- 17 **CHIMES PANEL**
- 18 **GEAR PANEL**
- 19 **MONACO SLIDE**
- 20 **SIGN LANGUAGE PANEL**
- 21 **CRUISER**
- 22 **DRUM ACCESSIBLE REACH PANEL**
- 23 **RAIN WHEEL PANEL**

INSPIRATION DESIGN  
PROPOSAL: 137-126534-1



- 24 PLEXUS OVERHEAD
- 25 TAKTIKS BOW CLIMBER
- 26 APEX ELLIPSE CLIMBER
- 27 EVOLUTION ARCH CLIMBER
- 28 VIPER S SLIDE
- 29 COMET II SPINNER
- 30 ASCEND CLIMBER
- 31 ROLLER SLIDE
- 32 NOVO MOD BENCH CLIMB
- 33 AIRVENTURE GLIDER
- 34 VOLITO SWING
- 35 ROLLER TABLE
- 36 INCLUSIVE ORBIT SPINNER
- 37 ROCK N' ROLL SLIDE
- 38 FAN CLIMBER
- 39 ZIPVENTURE FREEDOM
- 40 ZIPVENTURE DUO
- 41 S TUNNEL
- 42 LIL' NOVO BEAN BENCH AND BENCHES
- 43 LINX CLIMBER
- 44 APEX ROPE CLIMBER
- 45 ABC/123 PANEL
- 46 BUG ACCESSIBLE RAMP PANEL



Imagine Playground,  
Dublin-Winner of CPRS  
Design Excellence  
Award!!!

Sedgwick Elementary  
Inclusive-Cupertino  
USD

Sunset Park, Livermore  
Runner Up-Playground of  
the Year!



Bay Elementary  
Inclusive  
Playground, San  
Lorenzo



# SPEC Guarantee

Specified Play Equipment provides FREE warranty labor on all SPEC installed equipment in California

- Equipment must have been originally installed by SPEC installers
- Labor covered must be on Equipment under manufacturer's warranty
- Covers all SPEC Playground and Sport Equipment brands
- Applies only to customers in California

## SPEC Guarantee Case Study

*Example: If Burke slide breaks 14 years after installation*

### Manufacturer + SPEC:

Cost to replace broken slide:

\$0 equipment

\$0 freight

\$0 installation

Total: \$0

### Other Companies:

Cost to replace broken slide:

\$4,700 equipment

\$1,300 freight

\$3,000 installation

Total: \$9,000

**Burke Provides NEW 15 Year warranty on the replacement slide!  
Reliable Equipment+ Professional Installation= Lowest cost of Ownership!**

# BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2020

Next Steps - Please Contact:  
**Chris Olsen, CPSI**  
**Senior Project Manager**



121 #1 INDUSTRIAL RD. BELMONT. CA 94002  
[www.SPECPLAY.com](http://www.SPECPLAY.com) | 800.475.1071

Specified Play Equipment Company  
121 #1 Industrial Road Belmont, CA 94002

Contact Information

M: **650.769.0775**  
O: 800.475.1071 x 2  
[c.olsen@specplay.com](mailto:c.olsen@specplay.com)

I look forward to your questions, feedback, and collaboration to make this playground the best that it can be.

-Chris Olsen

**Thank you!**

# Playground Safety and Accessibility Study

Prepared for:  
Gilroy USD

October, 2021

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# Goals and Objectives

The purpose of this study is to increase safety, accessibility, and inclusivity for your city's playgrounds. Safety and accessibility ratings are analyzed per ASTM, ADA, and CPSC standards. Play areas are identified by *Early Childhood*, *Lower Grades*, *Upper Grades*, and *Fitness* areas. The study provides a budgeting and inventory tool for Maintenance and Operations planning.

## Goals Identified

- Increase Safety and Accessibility for play areas
- Promote Inclusivity
- Provide powerful budgeting and inventory tool

## Objectives Identified

- Visit, identify and systematically review current inventory of play equipment throughout the city.
- Provide a thorough written report for short term and long-term planning to address safety and accessibility per ASTM, ADA and CPSC.



# Safety and Accessibility Scoring

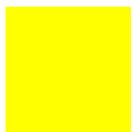
## Safety

A color system is used to provide a clear breakdown for assessing equipment safety priorities. A Red safety rating has a high risk, a Yellow safety rating has a medium risk, and a Green safety rating has a low risk.

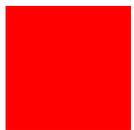
## Safety Scoring System



**Green** – Presents a Low priority risk according to ASTM and CPSC. Typically, this equipment is new in age and should be maintained and monitored according to the city's regular maintenance schedule. Suggested action is to budget for replacement in 5 – 15 years.



**Yellow** – Presents a Medium risk according to ASTM and CPSC. Typically, this equipment is 8-15 years old and should be closely monitored and regularly maintained. Several risks make this equipment a priority for replacing. Suggested action is to budget for replacement in 1-5 years.



**Red** – Presents a High risk according to ASTM and CPSC. Typically, this equipment is 10-15 years old and should be removed and replaced immediately. Multiple risks make this equipment a top priority for replacing. Suggested action is to budget for replacement in 6 months-1 year.

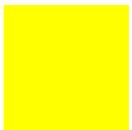
# Accessibility and Inclusivity

A color system has been used to provide a clear breakdown for assessing accessibility and inclusivity (A/I) priorities. A Red rating has equipment that is non-accessible with no inclusive elements, a Yellow rating has equipment that is moderately accessible with some inclusive elements, and a Green rating has equipment that is accessible and inclusive.

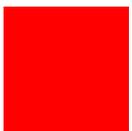
## Accessibility and Inclusivity Scoring System



**Green** – A green rating identifies play equipment as accessible and inclusive. Play equipment with this rating engages children senses, motor skills, cognitive skills and social/emotional skills. Play equipment is accessible and engaging to children of all abilities. Suggested action is to budget for replacement in 5 – 15 years.



**Yellow** – A yellow rating identifies play equipment as moderately accessible and inclusive. Play equipment with this rating may engage children’s senses, motor skills, cognitive skills and social/emotional skills. Play equipment may be upgraded to be more accessible and engage children of all abilities. Suggested action is to budget for replacement in 1-5 years.



**Red** – A red rating identifies play equipment as non-accessible and/or non-inclusive. Play equipment with this rating fails to engage most children senses, motor skills, cognitive skills and social/emotional skills. Suggested action is to budget for replacement in 6 months-1 year.

EL ROBLE

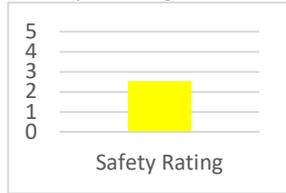
KINDER

MFG: MREC

Approximate Age of Structure:  
15-20 years

Approximate Sqft. of Area:  
3500 SF

Safety Rating: **C**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access
- Entanglement and laceration hazard @ broken curved slide.
- ADA Stair Railing no longer compliant.
- Clamps pulling apart.
- Swings are Rusty at connections and chains.
- Slide Exit on spiral slide high.
- Double slide has large bumps at footing bolt locations.
- Double slide Entanglement slide entrance.
- Borders failing.

Accessibility and Inclusivity Matrix

  Autism  
   Sensory Challenges  
   Visual Impairment  
   Auditory Impairment  
   Cognitive Impairment  
   Developmental Impairment  
   Physical Disabilities

Sensory					Motor Skills										Cognitive Skills		Social/Emotional Skills				
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	2	0	2	0	0	2	1	0	1	0	0	2	2	0	2	2	1	0	1

Synopsis:

Aged structure, no longer compliant for safety and not accessible. Very low inclusive play value. Replace structure and improve access to play events for mobility challenged students and provide more inclusive, enriching play events.

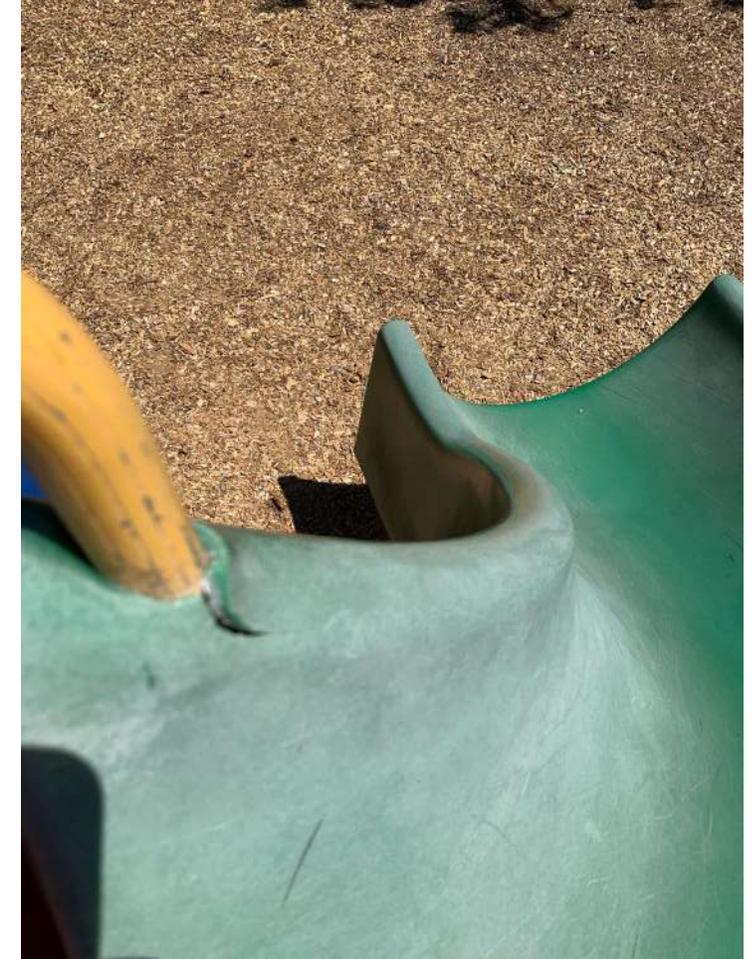
## El Roble Kinder



Non-Compliant Railing if used by children under 5 years old.



Wood fiber containment borders failing.

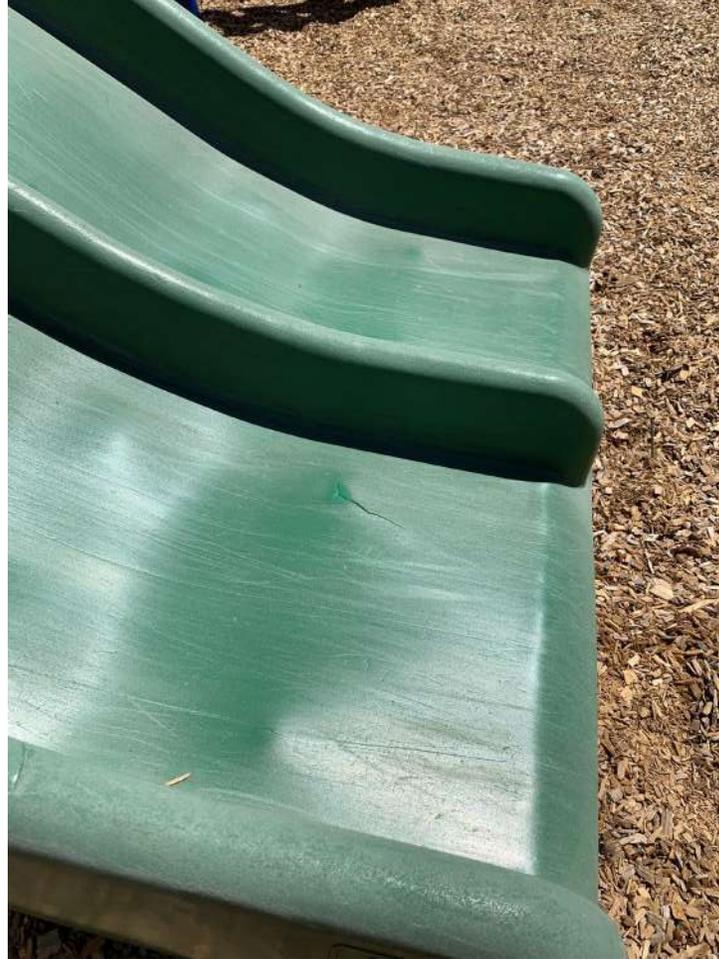


Slide Broken-Entanglement and laceration hazard.

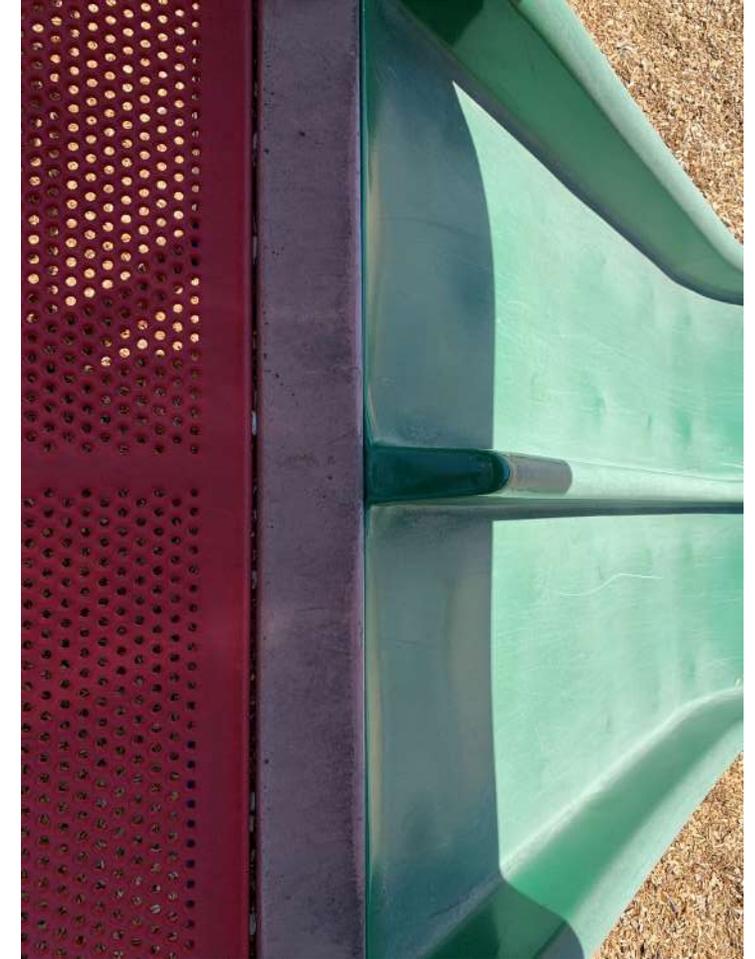
## El Roble Kinder



Support Clamps broken and pulling apart.



Double slide cracking at exit with large bumps where bolts are starting to protrude. Slope and slide run out questionable.



Caulking needed at slide entry to mitigate entanglement hazard. [Page 61](#)

## El Roble Kinder



Swing connection points aged and showing signs of corrosion and deterioration .



Swing chains joined by quick links and clevis mid-chain.



Corrosion on chains, seats, and fasteners.

ELIOT

KINDER

MFG: MREC

Approximate Age of Structure:  
17 years

Approximate Sqft. of Area:  
965 SF

Safety Rating: **B**



Accessibility/Inclusivity Rating: **D**

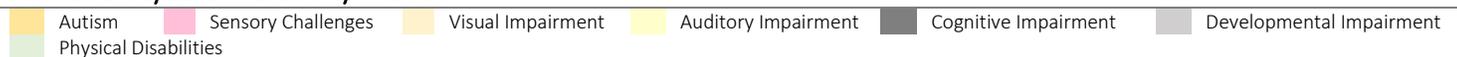


Major Concerns:

- No ADA access ramp
- Some exposed metal edges on stairs
- Bolts on stairs under deck pulling out from Deck.
- Engineered wood fiber should be increased to 12" depth.
- Stair railings not compliant if users are younger than 5 years old.

- **Flexible tensile Climber deteriorating and corroding.**

Accessibility and Inclusivity Matrix



Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills			
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	4	1	1	0	2	0	0	3	2	0	1	1	0	3	3	2	2	1	2	2	2

Synopsis:

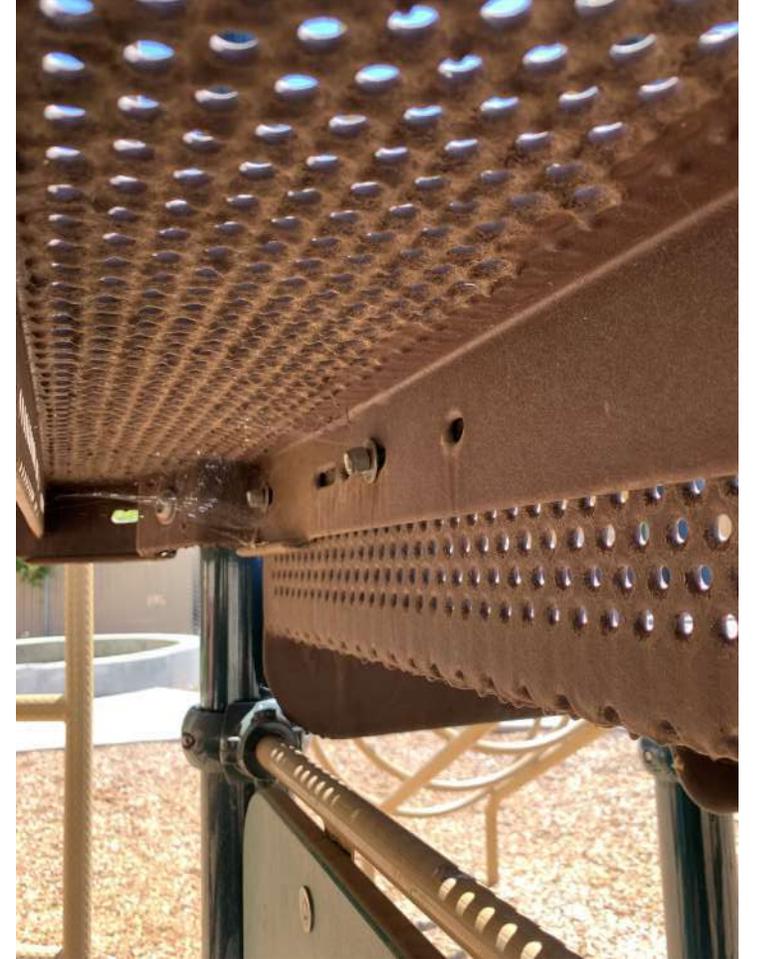
Aged structure, with minimal safety issues. Lacking accessibility to play equipment. Minimal inclusive play value. Provide ADA access and include more inclusive elements at ground level. Mitigate for rusted deck/stair edges and flexible climber.



Exposed rusty edges on stairs and decks.



Exposed rusty edges on stairs and decks.



Broken bolts and bolts pulling out of deck connection to stairs. Protrusion hazard.

# Eliot Kinder



Deteriorating and corroded tensile climber. Pinch and laceration concern.



Structure designed for ages 5-12. May not be appropriate if children under 5 years of age are using.



No ADA ramp access into play box.

ELIOT

UPPER GRADES

MFG: MREC

Approximate Age of Structure:  
15-20 years

Approximate Sqft. of Area:  
4950 SF

Safety Rating: **F**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA Access
- Engineered wood fiber not compliant, plant matter and major compaction and deterioration.
- ADA transfer step broken.
- Little or no shade present.
- Track ride has no launch step or landing.
- Overhead climbers set too high @ 88" - 90" (max is 84").
- Double slide is not at correct slope or has proper run out section.
- Double slide entanglement at entry.
- Rusted metal edges, Mold and corrosion of equipment throughout.
- Overhead "rings" climber has non-compliant S hooks and rusted, worn through chains.
- Balance beam rusted edges and open section where insects can nest.
- Spiral slide has lumps and is deformed.
- Borders failing.
- Missing hardware.
- Entanglement at Slide entry, mitigate with silicone caulking.

Accessibility and Inclusivity Matrix

Autism
Sensory Challenges
Visual Impairment
Auditory Impairment
Cognitive Impairment
Developmental Impairment  
Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills			
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	3	0	3	2	0	3	3	1	1	0	2	2	3	4	1	2	1	0	1

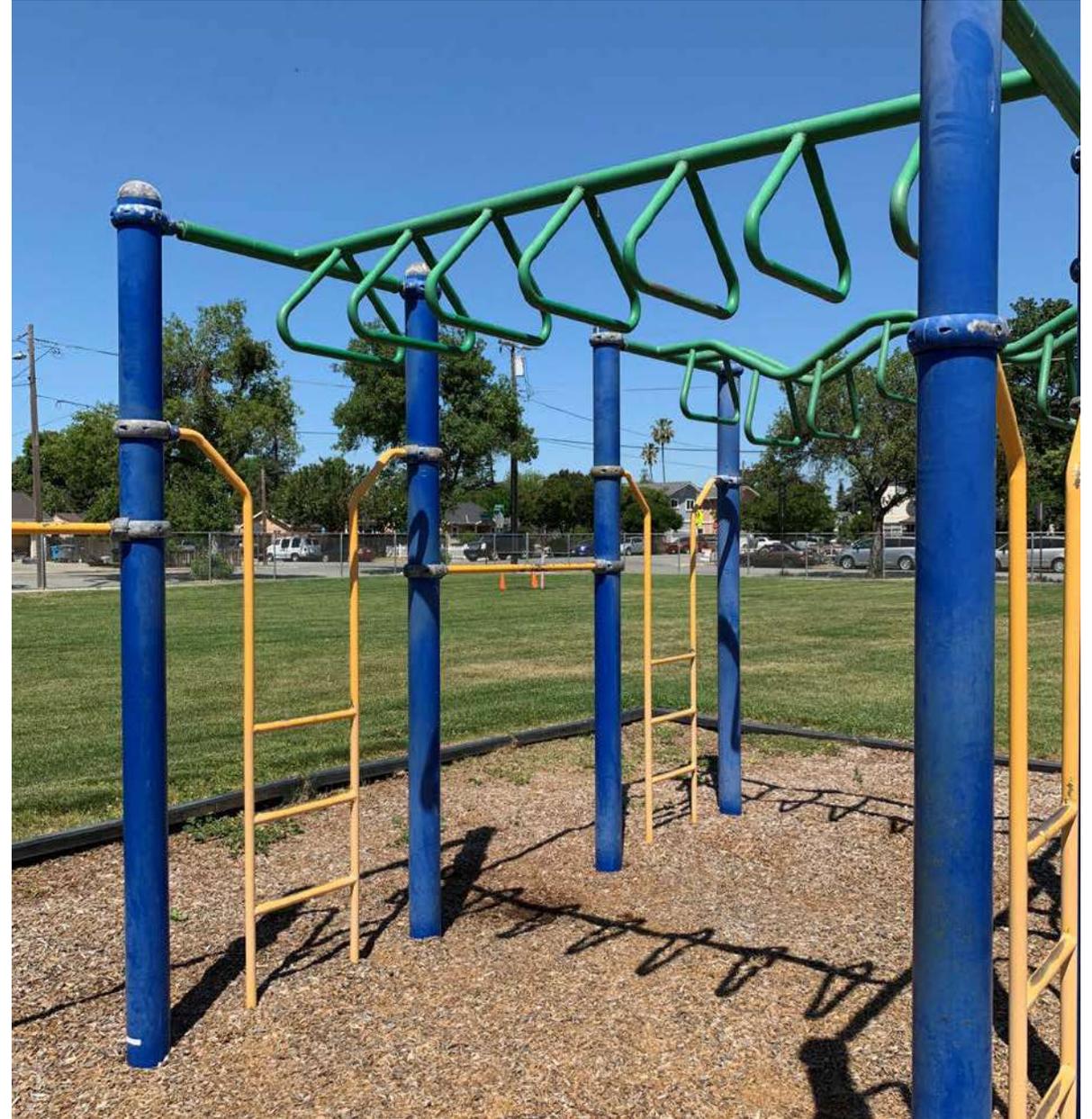
Synopsis: No compliant for safety or accessibility. Little or no inclusive play value. Recommend replacement as soon as possible.

Eliot Upper Grades



Engineered wood fiber with plant matter growing, borders failing, and overall low level of chips.

# Eliot Upper Grades



Open S hooks and severe wear and corrosion. Overhead climbers 4-6" too high. Track ride missing steps/landing.

## Eliot Upper Grades



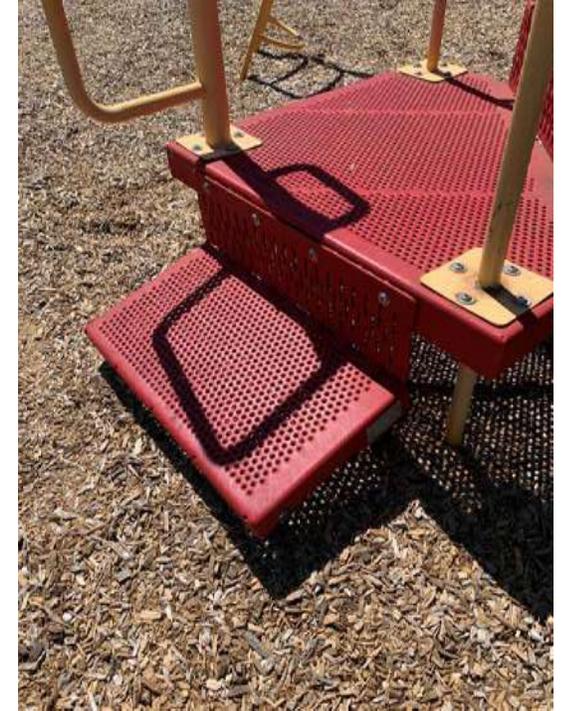
Severe corrosion of post and gap too wide at clatter bridge.



Exposed rusted edges on stairs.



Corrosion evident on hardware and chains



Broken ADA transfer Step.

## Eliot Upper Grades



Rusted balance beam with open, sharp edges. Providing insects place to nest.



Corrosion on metal support clamps.



Corrosion evident on metal components. Missing hardware.

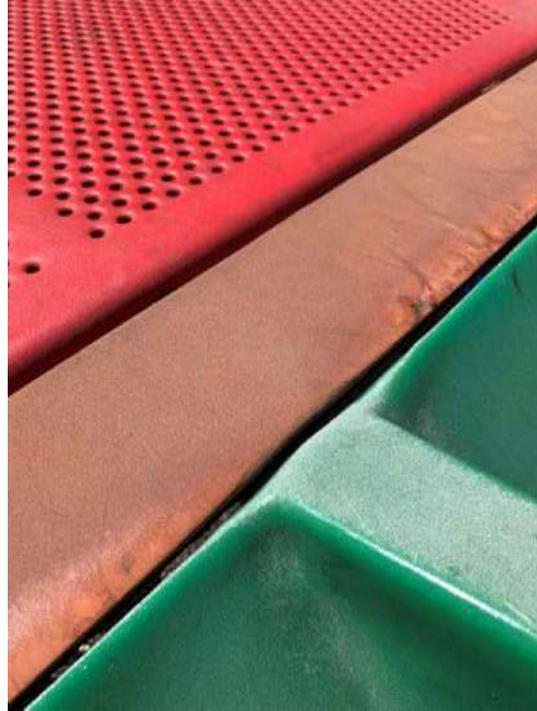


Corrosion and wear on handrails and climbing elements.

## Eliot Upper Grades



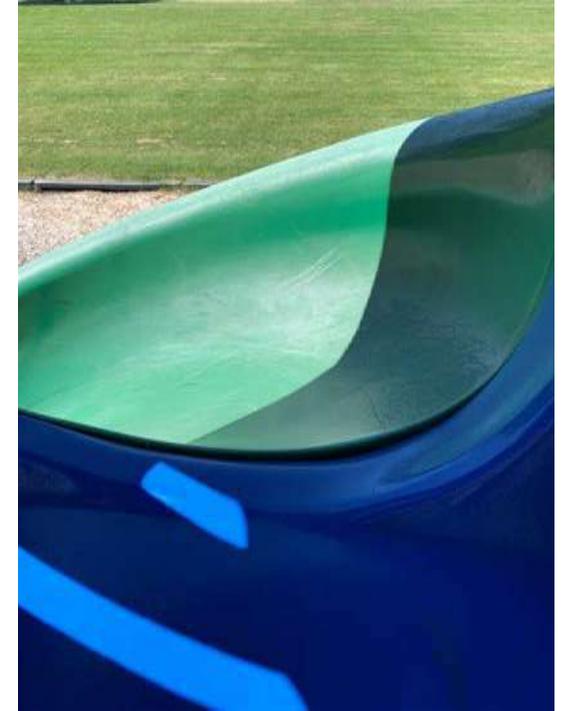
Double slide at wrong slope and does not have proper run out or exit height.



Entanglement hazards at double slide entry.



Deformed spiral slide has dangerous bumps.



Entanglement at slide entry, not flush connection.

## Eliot Upper Grades



Swing area lacking fall surfacing depth.



Bolt protrusion.



Bolts coming up from Borders.

GLEN VIEW

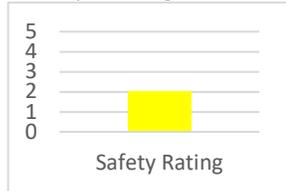
KINDER

MFG: MREC+UPC PARKS

Approximate Age of Structure:  
7-10 years

Approximate Sqft. of Area:  
3050 SF

Safety Rating: **C-**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access
- ADA Stair Railing not compliant for spiral slide.
- Flexible net climber totally deteriorated, ropes fraying, metal wires exposed, and stretched out.
- Flexible net climber “pods” loose on frame and footing.
- Not age appropriate if used by children under 5 years of age.
- No shade or roof coverage.
- Lacking play diversity. Not inclusive.

Accessibility and Inclusivity Matrix



Sensory					Motor Skills										Cognitive Skills		Social/Emotional Skills					
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development	
0	3	1	2	1	2	0	0	2	0	0	1	0	0	1	1	1	0	1	1	1	1	0

Synopsis:

Lacking inclusivity, accessibility, and diversity in play events. Not age appropriate for children under 5.

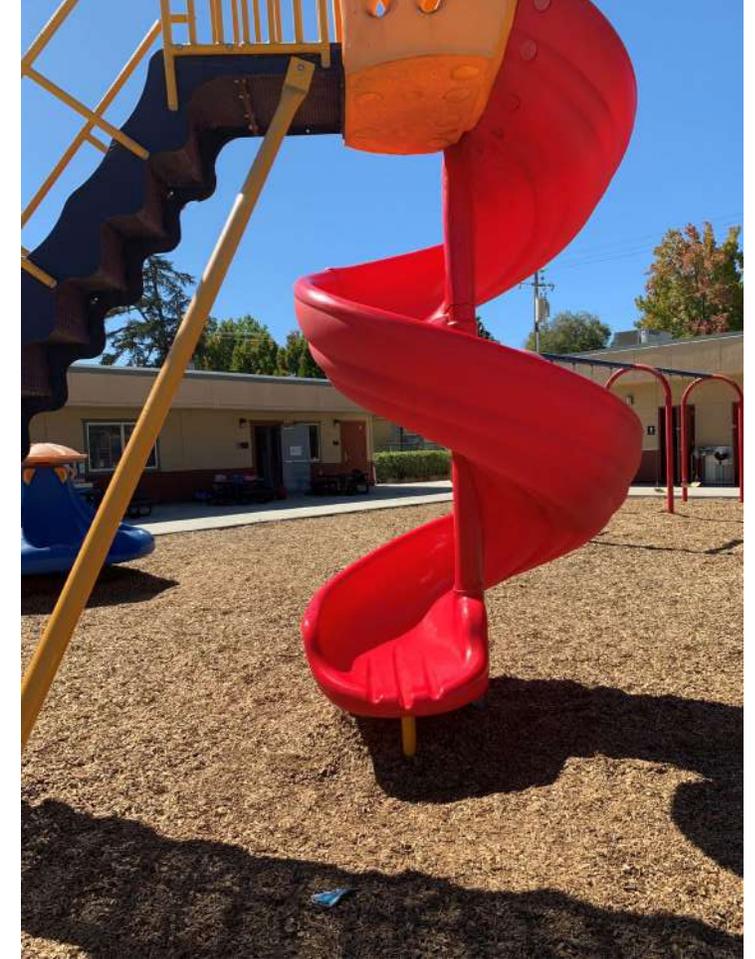
# Glen View Kinder



Non-Compliant Railing on Stairs.



Gaps in Spiral slide.



Support Post compliant but not conducive to safe flow of use. [Page 74](#)

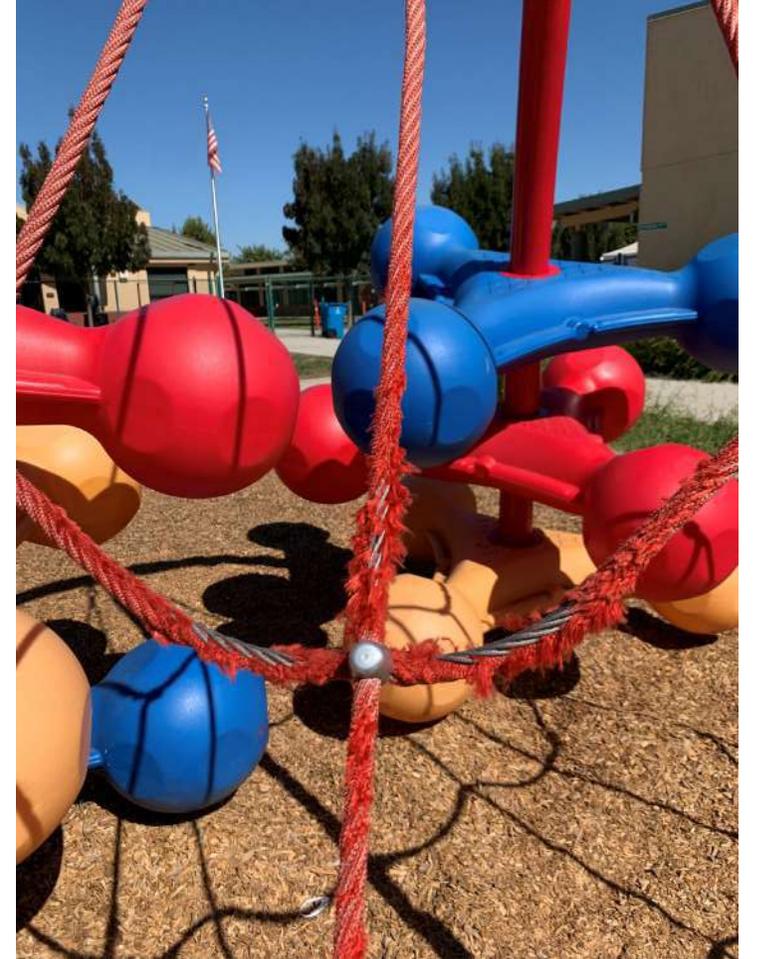
## Glen View Kinder



Ropes stretched and not compliant.



Ropes frayed and worn through. Pods loose on frame and footing. Not liked by students or staff.



LAS ANIMAS

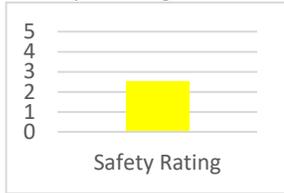
KINDER

MFG: MREC

Approximate Age of Structure:  
15

Approximate Sqft. of Area:  
1965 SF

Safety Rating: **C-**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- Non-compliant ADA access.
- Slides deteriorating and rough.
- Engineered wood fiber level low.
- Entanglement Hazards at slide entry points.
- Minimal shade.
- Rusted balance beam.
- Slide Exit on spiral slide high.
- Holes in posts allow insects to nest.
- Rust and corrosion evident throughout.
- No activities for special needs population of users.
- Missing hardware on some support clamps.

Accessibility and Inclusivity Matrix

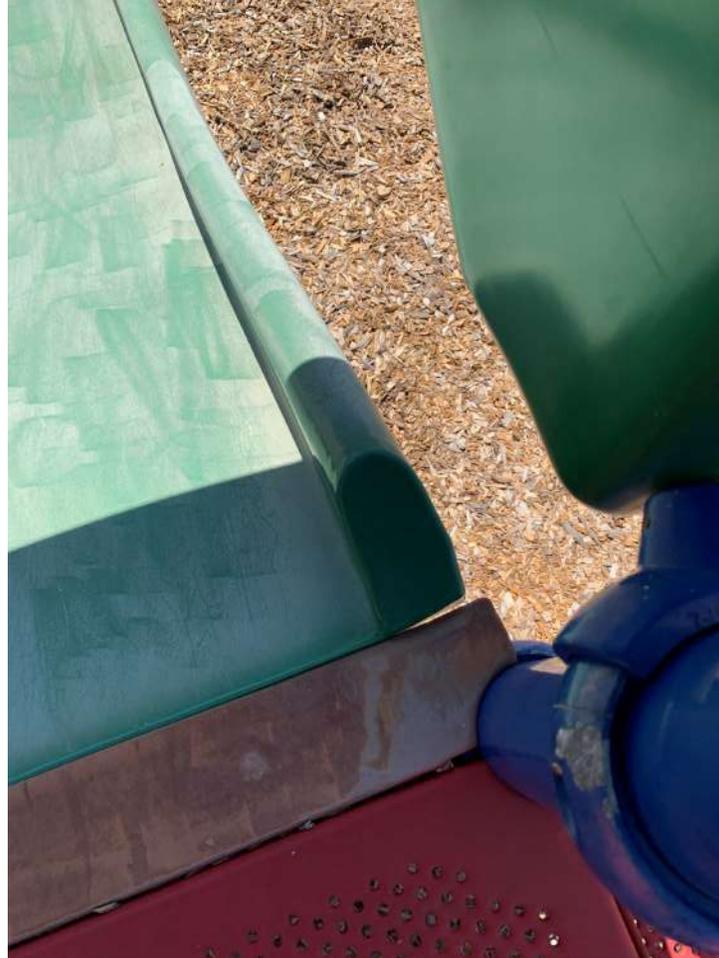
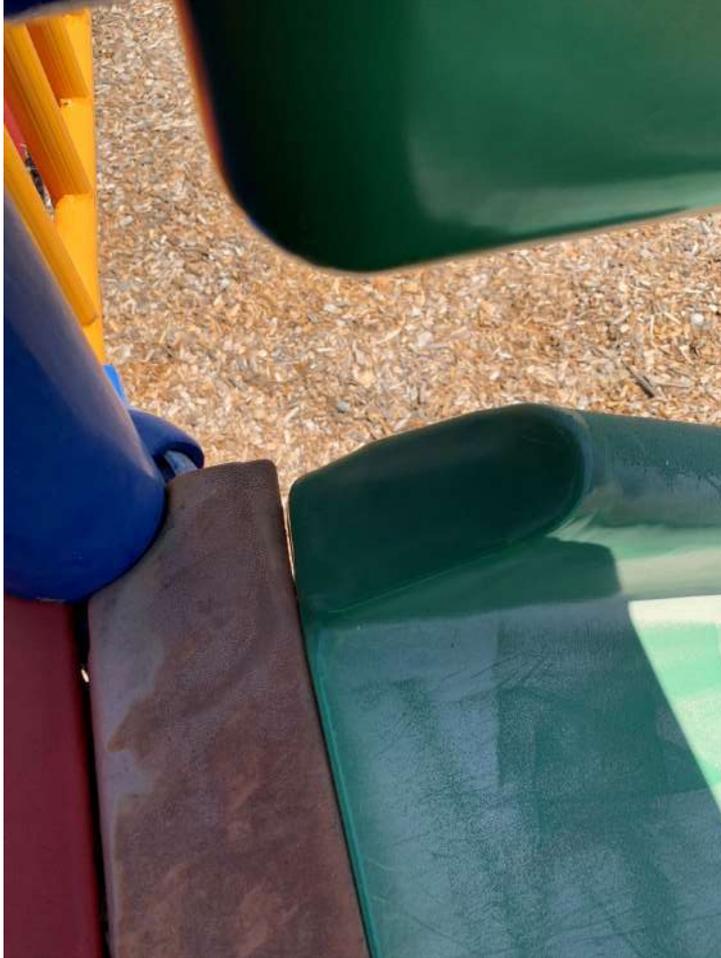
Autism
Sensory Challenges
Visual Impairment
Auditory Impairment
Cognitive Impairment
Developmental Impairment  
Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills				
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development	
0	3	0	1	0	2	1	0	1	0	0	1	0	0	2	1	1	0	0	0	0	0	0

Synopsis:

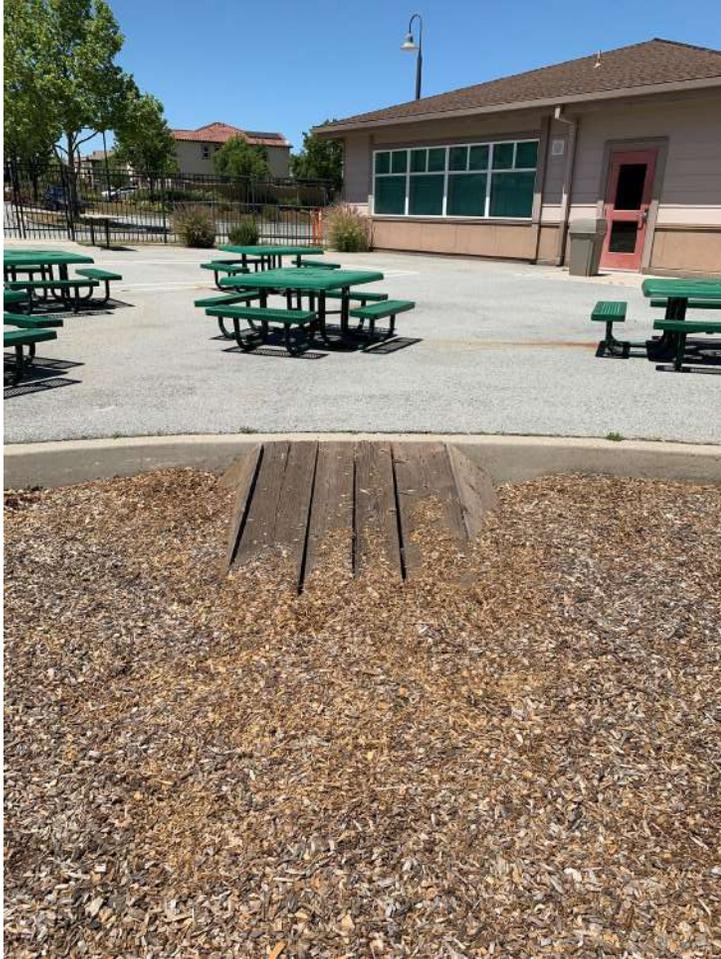
Old structure that is deteriorating. Non-compliant ADA access. Does not fulfill needs of student population that uses it.

## Las Animas Kinder



Multiple areas of entanglement hazards at slide entries. Caulking recommended for spiral slide. Double slide should be replaced. Entanglement hazard at clamp and deck connection points as well.

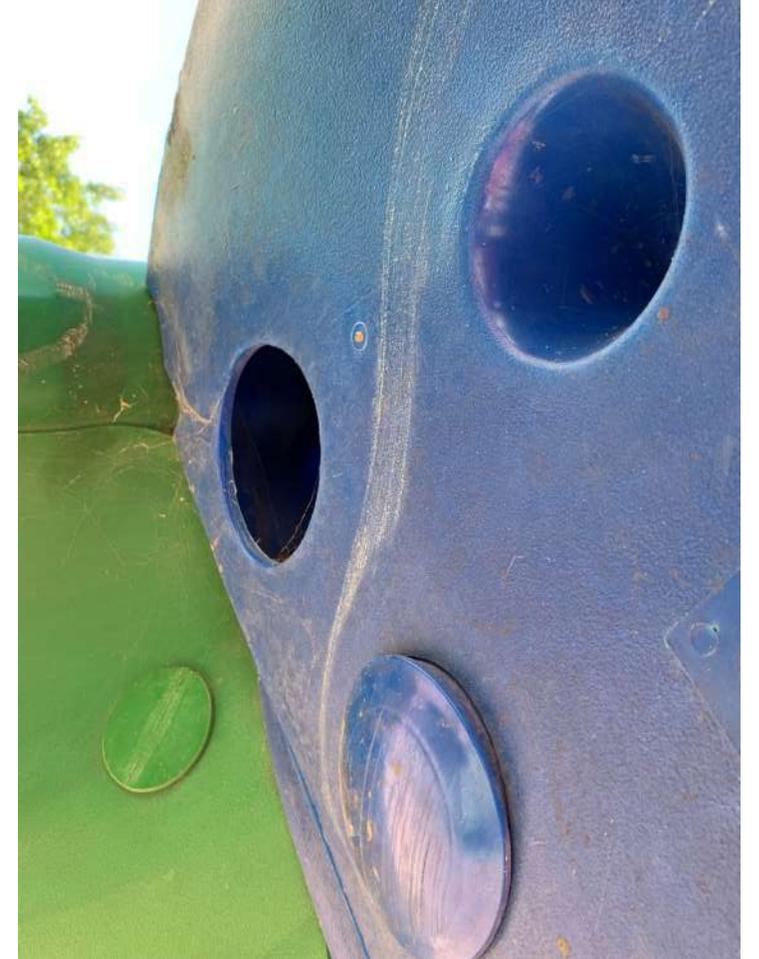
## Las Animas Kinder



ADA access not compliant



Holes in structural posts allow insects to nest and speeds deterioration of post.

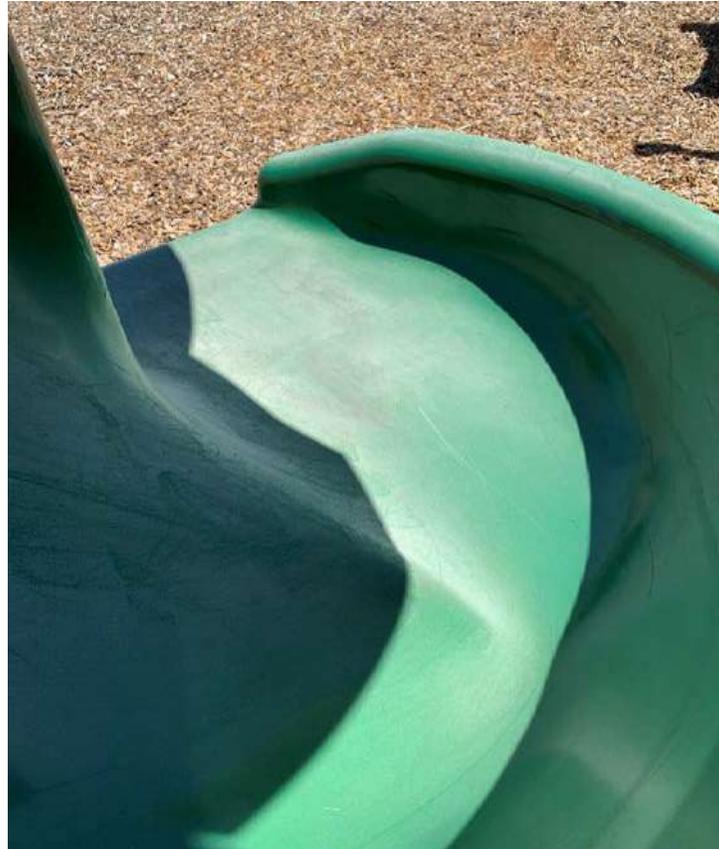


Missing caps provide insect nesting areas.

## Las Animas Kinder



Deterioration of plastic slides make slides rough and scratchy.



Deterioration of plastic slides make slides rough and scratchy and lumpy.



Missing bolts from support clamp

## Las Animas Kinder



Rusty edges and corrosion of metal pieces, fasteners, and clamps.

LAS ANIMAS

UPPER GRADES

MFG: MREC & LSI

Approximate Age of Structure:  
15-20+ years

Approximate Sqft. of Area:  
5800 SF

**Safety Rating: F**

5	_____
4	_____
3	_____
2	_____
1	_____
0	_____
Safety Rating	

**Accessibility/Inclusivity Rating: F**

5	_____
4	_____
3	_____
2	_____
1	_____
0	_____



Major Concerns:

- No ADA access
- ADA transfer points too low.
- Head entrapment at Overhead climber.
- Bolt Protrusion Hazards.
- Sever corrosion and deterioration throughout.
- Entanglement hazards throughout.
- Non-compliant open "S" hooks used throughout.
- Pod climber missing equipment and dangerous.
- Pinch Points on flexible climbers.
- Decks crumbling and severe corrosion on hardware.
- Broken barrier panels from elevated decks.
- Double slide exit zone infringed upon.
- Non OEM hardware used.
- Little or now inclusive play value
- No shade.

Accessibility and Inclusivity Matrix

  Autism   
   Sensory Challenges   
   Visual Impairment   
   Auditory Impairment   
   Cognitive Impairment   
   Developmental Impairment  
  Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills			
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	4	0	2	0	3	1	0	2	1	0	2	0	1	3	2	4	0	1	1	0	0

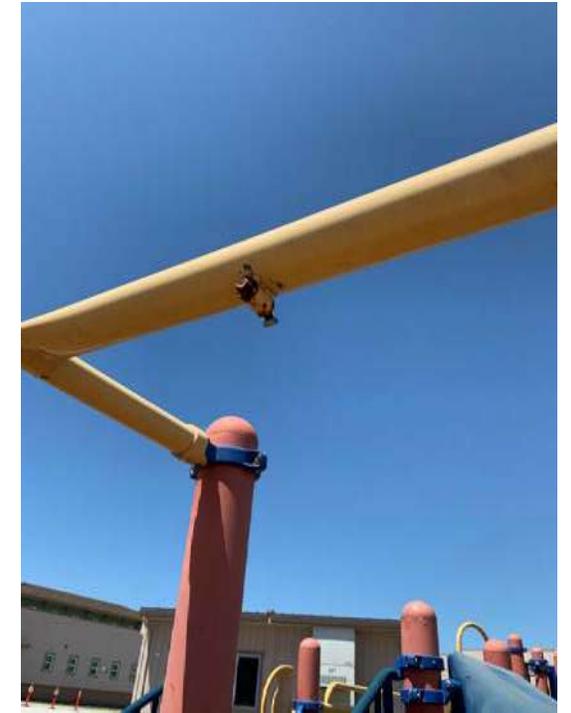
Synopsis:

Extremely old structures that are deteriorating and pose significant safety risks. Not accessible, not inclusive, and out of compliance. Recommend replacing as soon as possible.

## Las Animas Upper Grades



Head entrapment at Miracle Overhead climbers. Serious safety concern.



Missing equipment and broken hardware at “pod” climber poses entanglement and is non-compliant for distance from pod to deck.

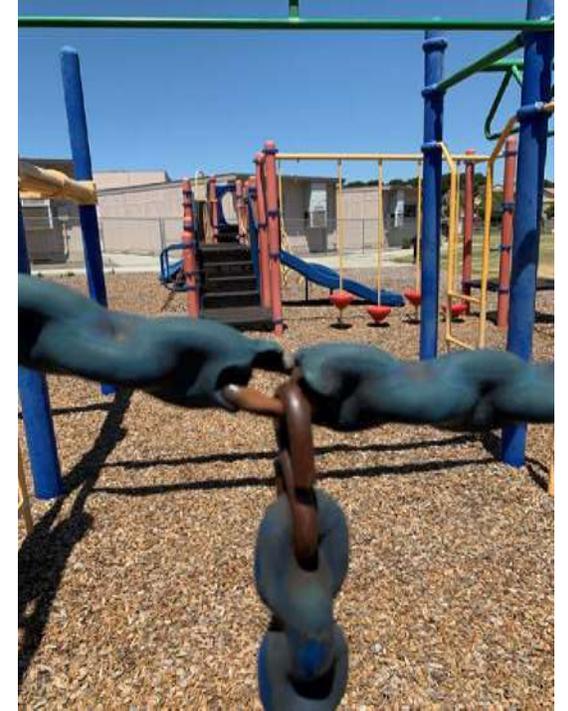
## Las Animas Upper Grades



Rusted and worn Open "S" hooks used for overhead "swing ring" climbers. Entanglement hazard.



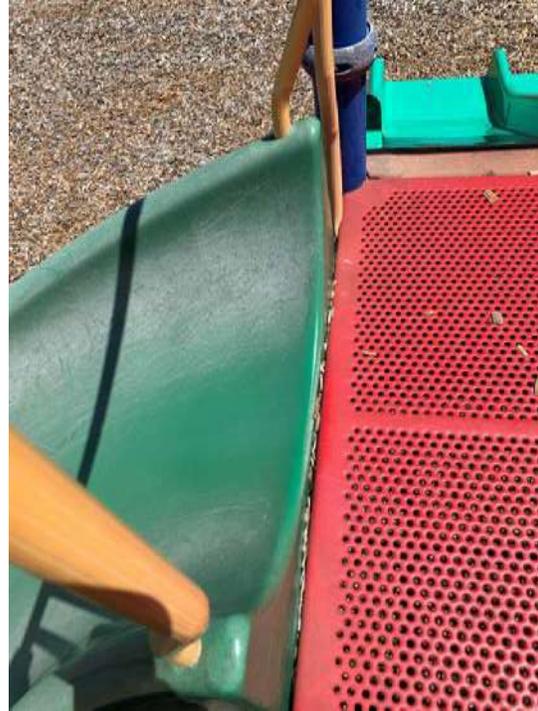
Open "S" hooks used on other connecting climbing elements. Rusted and potential entanglement.



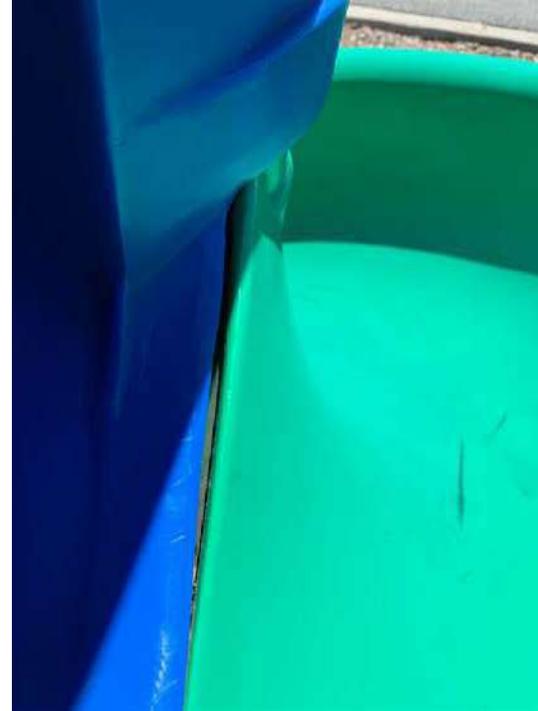
# Las Animas Upper Grades



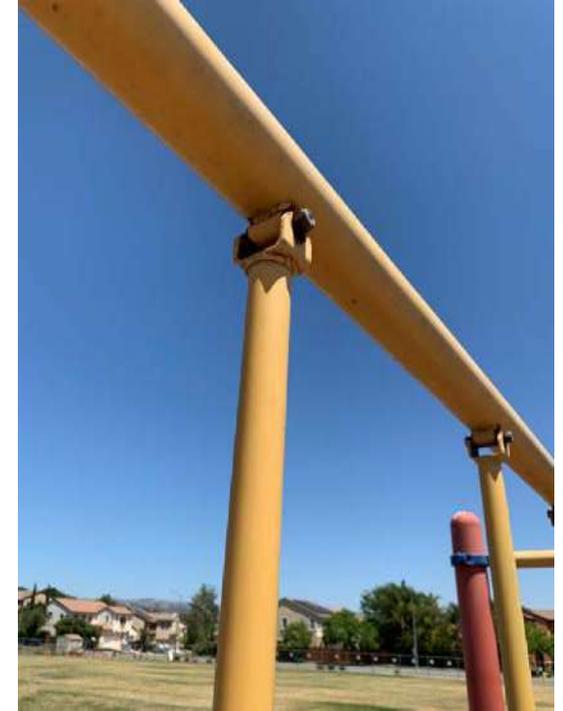
Bolt Protrusion Hazard



Slide Entanglement



Slide Entanglement



Crush and Entanglement Concern

## Las Animas Upper Grades



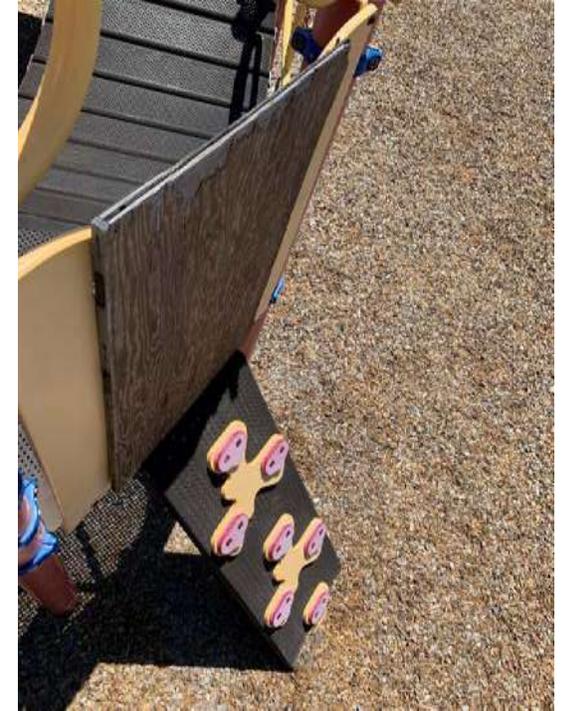
ADA transfer point buried.



ADA transfer point buried



Broken Barrier Panel  
with splintering wood.



Dangerous climber due  
to broken access panel.

## Las Animas Upper Grades



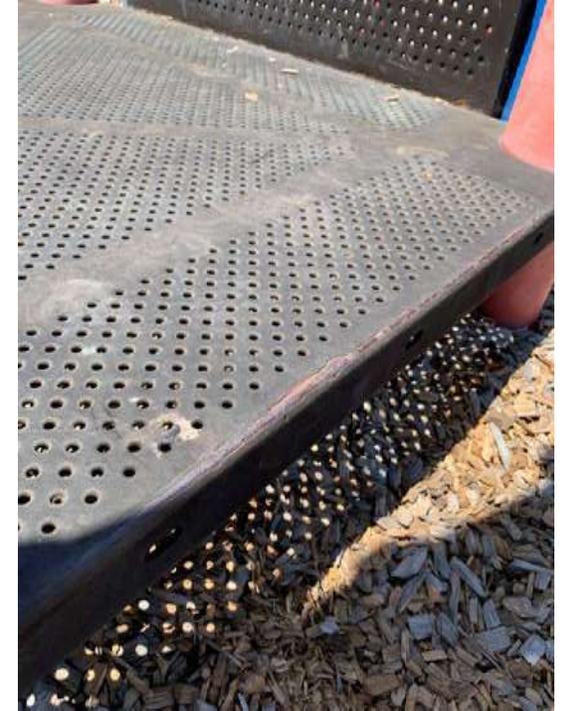
Slide Exit and Use zone infringement. Dangerous layout.



Severe deterioration of decks and bridge.



Sharp rusted edges on stairs.



Exposed rusted edges on decks.

## Las Animas Upper Grades



Loose, rusted hardware on connecting clamps.



Decomposition of rubber and vinyl coated components.



Severe Rust and corrosion.



Rusted, protruding hardware.

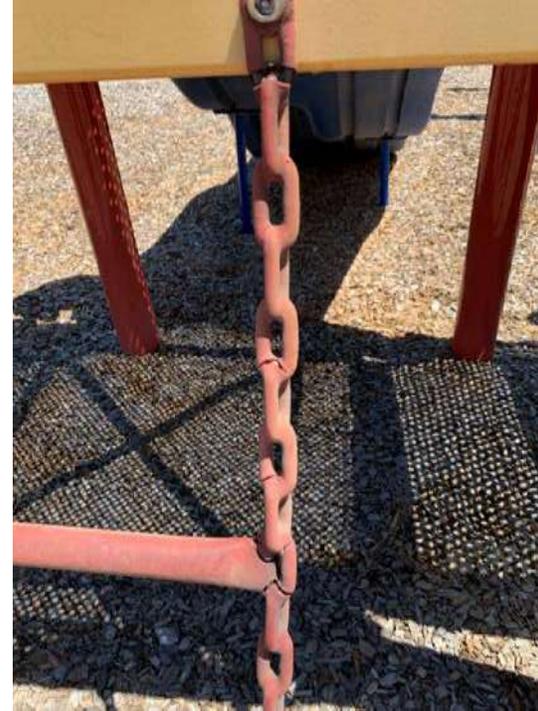
## Las Animas Upper Grades



Severe wear and corrosion on swing hangers.



Rust and severe wear on swing seats and chains.



Pinch points on deteriorating flexible climber.



Corrosion on most clamps supporting equipment.

LUIGI APREA

KINDER

MFG: MREC

Approximate Age of Structure:  
12-15 years

Approximate Sqft. of Area:  
2500 SF

Safety Rating: **D**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Entanglement hazard @ curved slide.
- ADA Stair Railing no longer compliant if used by children under 5 years old.
- Double slide exit too high or surfacing too low in that area.
- Some borders failing.
- Encloser at overhead "S" climber not compliant.
- No shade.
- Holes in slide where insects can nest.
- Some clamps missing hardware.
- Decks corroding, rust exposed.
- Potential Neck entrapment at slide entry.

Accessibility and Inclusivity Matrix

  Autism   
   Sensory Challenges   
   Visual Impairment   
   Auditory Impairment   
   Cognitive Impairment   
   Developmental Impairment   
   Physical Disabilities

Sensory					Motor Skills										Cognitive Skills		Social/Emotional Skills				
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	2	0	1	0	2	0	0	2	1	0	1	0	0	2	2	2	0	1	1	0	1

Synopsis:

Aged structure, with several safety issues. Limited accessibility. Very low inclusive play value. Replace structure and improve safety and access to play events for mobility challenged students and provide more inclusive, enriching play events.

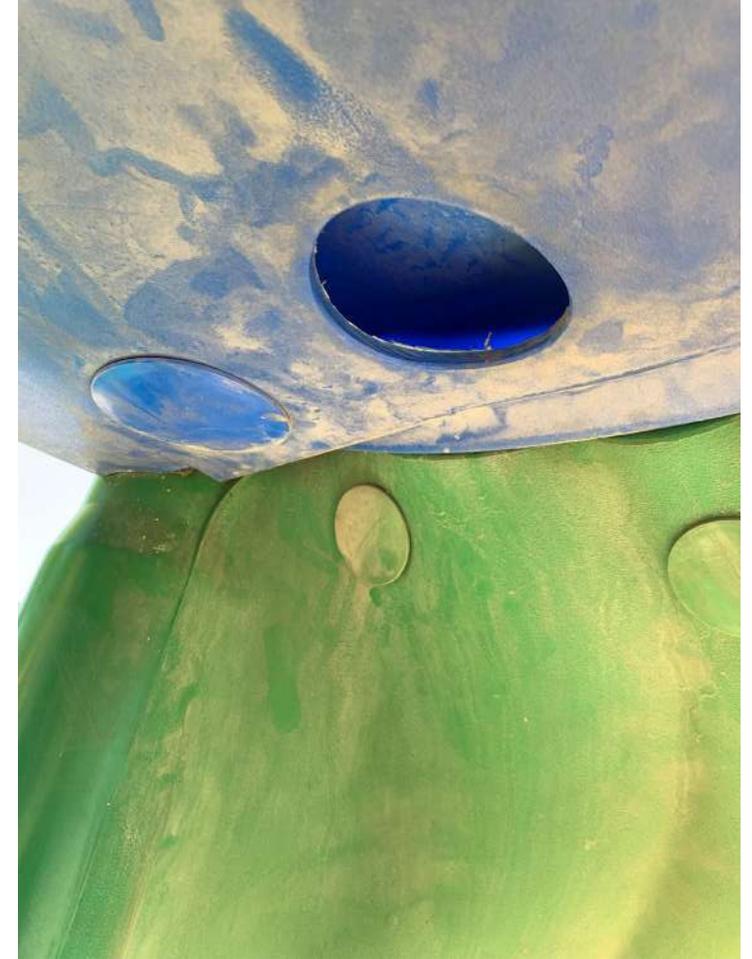
# Luigi Aprea Kinder



No official ADA access point.



Borders beginning to fail.



Holes in plastic slide allow place for insects to nest.

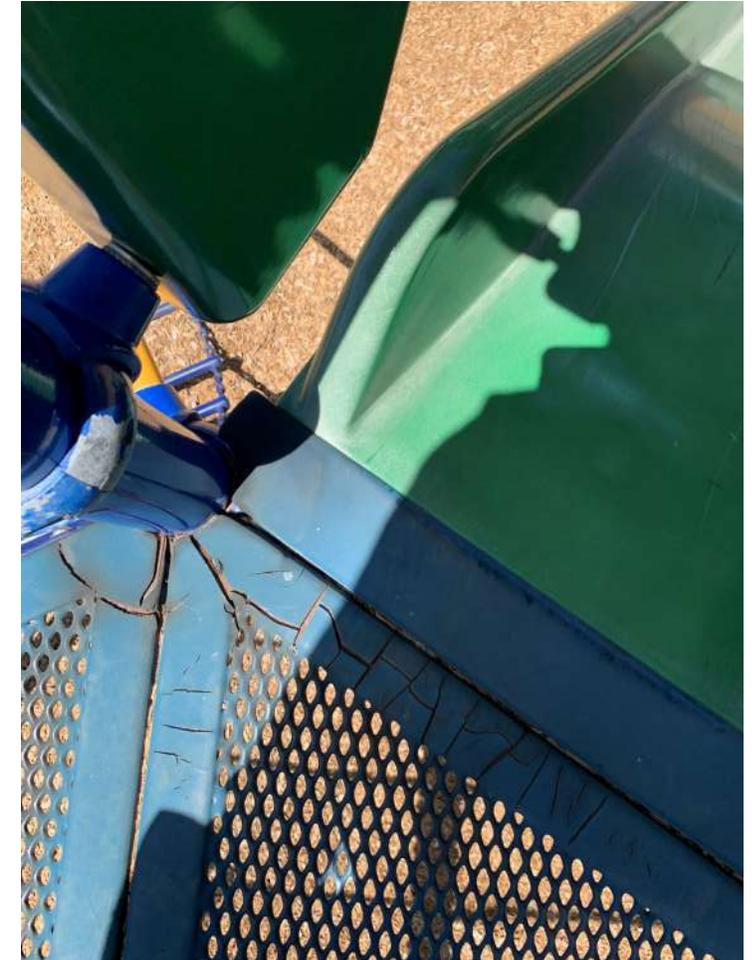
## Luigi Aprea Kinder



Stair railings not compliant for children under 5 years old.



No entry enclosure for overhead climber from elevated deck.



Deteriorating Deck, entanglement hazard, and potential neck entrapment (partially bound).

LUIGI APREA

Upper Grades/Shared Use

Landscape Structures

Approximate Age of Structure:

25+ years old

Approximate Sqft. of Area:

5000 sf

Safety Rating: **F**

5	_____
4	_____
3	_____
2	_____
1	_____
0	_____

Accessibility/Inclusivity Rating: **F**

5	_____
4	_____
3	_____
2	_____
1	_____
0	<span style="background-color: red; color: red;">█</span> _____



Major Violations\* see appendix for photos of safety and accessibility concerns.

- Safety Surfacing not compliant for ASTM, CPSC, or ADA. Does not meet minimum fall height requirements.
- Safety signage not present.
- Corrosion and degradation of metal components evident throughout.
- Rusted metal edges throughout.
- Non-compliant enclosure panels and railings.
- Large spiral slide not plumb and appears to be moving in footings.
- Overhead climbers do not have appropriate/safe access to elevated decks
- Fireman’s pole not compliant.
- Hardware rusting on many components, especially overhead kinetic events.
- Interactive panels broken or missing majority of components.
- Spacing with spiral slide and ground to deck climber not conducive to safe flow of playground.

Accessibility and Inclusivity Matrix

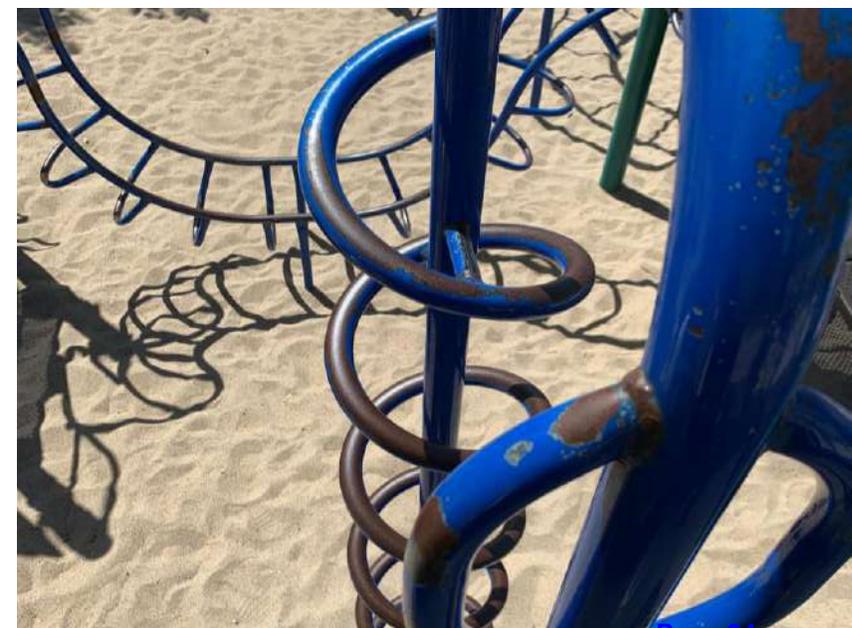
Sensory						Motor Skills											Cognitive Skills		Social/Emotional Skills			
Auditory	Proprioception	Tactile	Vestibular	Visual	Olfactory	Agility	Balance	Cardiovascular	Coordination	Core Body Strength	Endurance	Eye-Hand Coordination	Fine Motor	Flexibility	Lower Body Strength	Motor Planning	Upper Body Strength	Problem Solving	Strategic Thinking	Cooperation	Imaginative Play	Social Skill Development
0	3	1	1	1	0	3	0	0	3	2	0	2	1	1	2	2	4	1	2	2	0	1

Synopsis

Extremely old and out of compliance play structure. Accessibility and inclusivity far below par. Playground identified as a top priority for replacement in terms of safety, accessibility, and inclusivity. Please see following pages for detailed photos.



**Deck Failure, Corrosion, and exposed metal edges**



**Equipment Decomposition, Wear, and Corrosion continued.**



- **Non-Compliant Entry Panels and Railings.**
- **Spiral slide shifting in footings.**
- **Non-compliant access to overhead events.**

ROD KELLEY

KINDER

MFG: MREC+ Unknown

Approximate Age of Structure:  
15+

Approximate Sqft. of Area:  
2200 SF

Safety Rating: **F**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Tree stumps within use/fall zones.
- Slide exit has fall/use zone infringement (with train).
- Slide exits high for is used by children under 5 years old.
- Engineered wood fiber low.
- Swings unsafely spaced. Use zone is non-compliant and infringed on by fence and train.
- Double slide entrance has potential neck entrapment.
- Borders failing and broken.

Accessibility and Inclusivity Matrix

  Autism   
   Sensory Challenges   
   Visual Impairment   
   Auditory Impairment   
   Cognitive Impairment   
   Developmental Impairment   
   Physical Disabilities

Sensory					Motor Skills										Cognitive Skills		Social/Emotional Skills				
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	1	1	1	0	0	2	0	0	0	0	1	2	0	0	0	0	1	1	1

Synopsis:

No ADA access. Serious use/fall zone infringement are serious safety issues. Space not large enough for the amount of equipment present. Tree roots and old tree stumps a hazard. Equipment on main structure in good condition, however some safety issues are present at slide entry and exits. Low inclusive value. Swing area unsafe for use zones and flow.

## Rod Kelley Kinder



Swing use zone is compromised by fence and red metal train. Insufficient space for swings and a substantial safety issue.

## Rod Kelley Kinder



Transfer station missing step.



Potential head/neck entrapment.



Potential partially bound neck entrapment.

## Rod Kelley Kinder



Borders failing due to tree roots and no ADA access to box.



Use zone/Fall zone violation with Stumps.

RUCKER

KINDER

MFG: MREC

Approximate Age of Structure:  
15-20 years

Approximate Sqft. of Area:  
3500 SF

Safety Rating: **F**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Not age appropriate for any user under 5 years of age..
- Large crack in “L” slide, entanglement.
- Tri-ring overhead climber non-compliant height @89” (Max for 5-12 is 84”).
- Holes in posts and slide insect nesting hazard.
- “Rail” overhead climber too high @ 89”.
- Glider is broken.
- Overhead Ring climber has open S hooks.
- Loose equipment on pod climber.
- Entanglement hazard at spiral slide entry.
- Bent equipment (vertical ladder).
- Swing seats too high.
- No Shade.
- Low inclusive play value.

Accessibility and Inclusivity Matrix

  Autism  
   Sensory Challenges  
   Visual Impairment  
   Auditory Impairment  
   Cognitive Impairment  
   Developmental Impairment  
   Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills			
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0	3	1	2	0	2	1	0	3	2	0	1	1	0	2	1	4	1	1	1	0	0

Synopsis:

Aged structure, no longer compliant for safety and not accessible. Very low inclusive play value. Replace structure and improve access to play events for mobility challenged students and provide more inclusive, enriching play events.

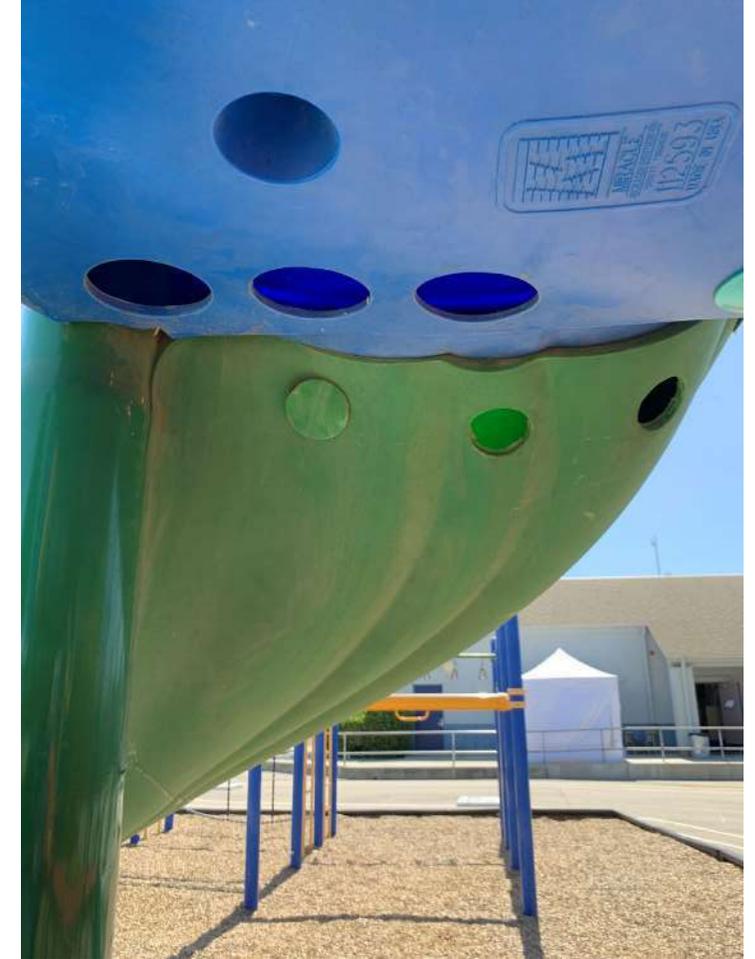
## Rucker Kinder



Broken Slide: Entanglement and laceration hazard.



Rusted balance beam.



Holes in plastic slides allow insects to nest.

# Rucker Kinder



Loose on post and footing.



Entanglement Hazard at spiral slide entry.



Bent/warped ladder.

## Rucker Kinder



Corrosion and mold evident.

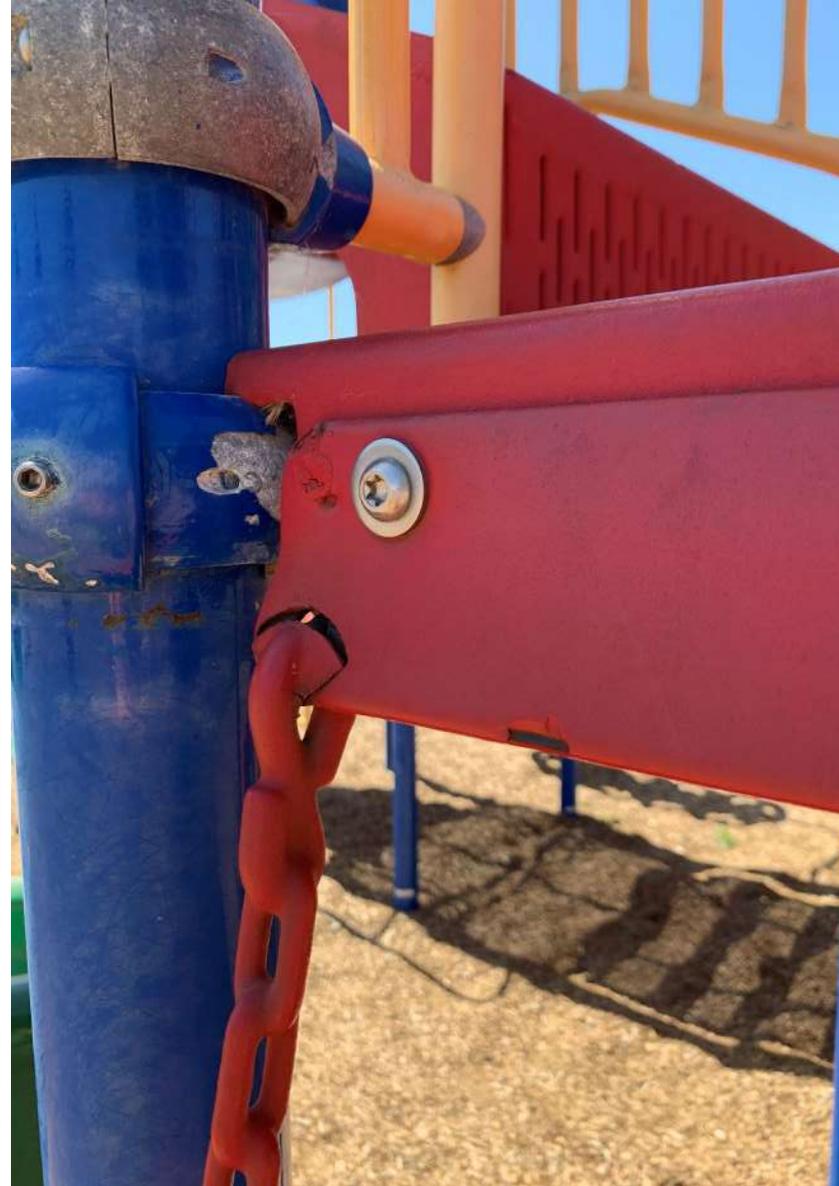


Corrosion on fasteners and clamps.



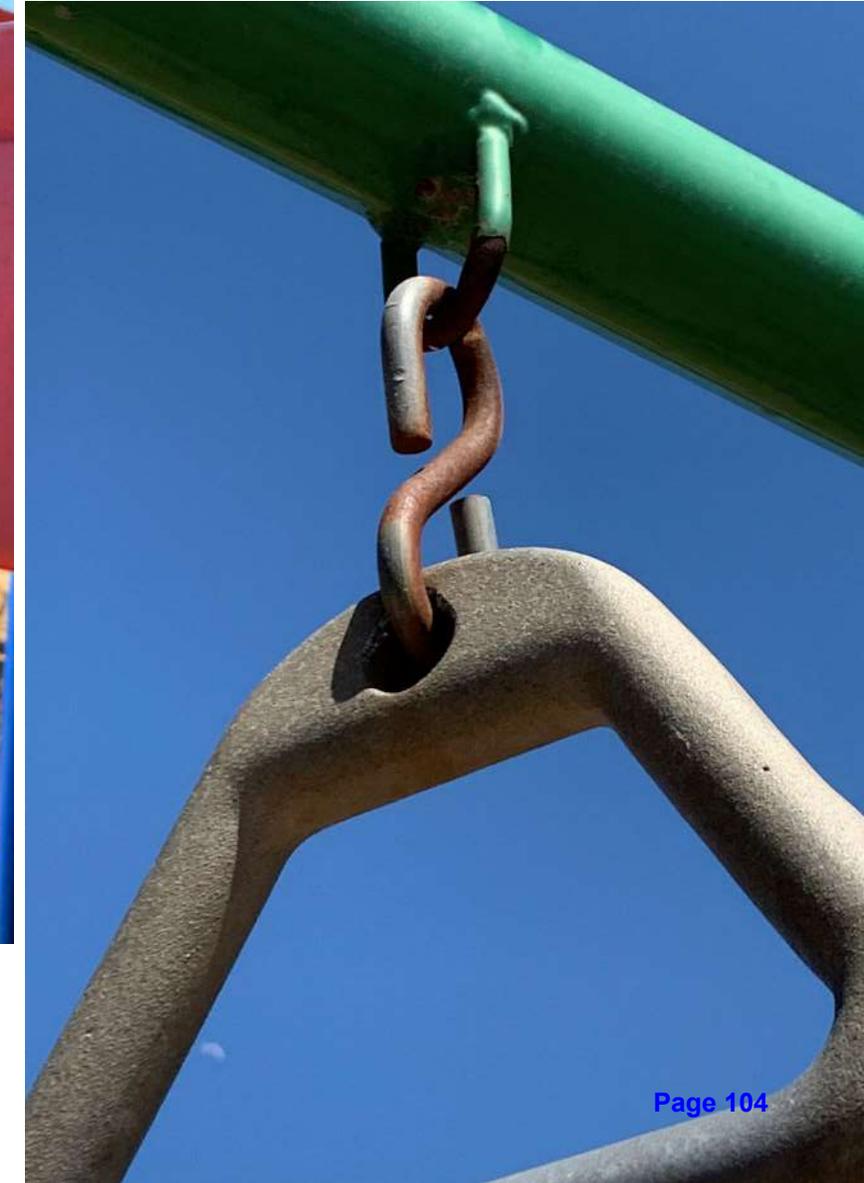
Railings not compliant if used by children under 5 years old.

Overhead climbers too high. Also not age appropriate for children under 5.



Pinch points at flexible chain climber.  
Protrusion hazard on clamp.

Open S hook used for overhead climber. Severe wear and corrosion.



RUCKER

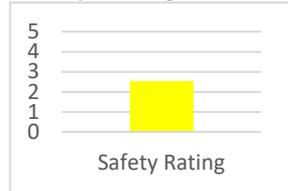
UPPER GRADES

MFG: MREC

Approximate Age of Structure:  
20 years

Approximate Sqft. of Area:  
1900 SF

Safety Rating: **C-**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- No shade.
- Moving overhead climber rusted.
- Rusty exposed deck edges.
- Slide warped.
- Static overhead climber too high at 90"
- Holes in posts and slide encourage insect nesting.
- Railings not installed plumb.
- Missing equipment (hanging spinner)
- Overhead climber to deck enclosure not compliant.
- Corrosion and degradation of decks.

Accessibility and Inclusivity Matrix

Autism
Sensory Challenges
Visual Impairment
Auditory Impairment
Cognitive Impairment
Developmental Impairment  
Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills				
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development	
0	2	0	1	0	3	0	0	2	1	0	1	0	0	2	2	3	1	0	0	0	0	0

Synopsis:

Aged structure, no longer compliant for safety and not accessible. Very low inclusive play value. Replace structure and improve access to play events for mobility challenged students and provide more inclusive, enriching play events.

## Rucker Upper Grades



Overhead Climbers too High

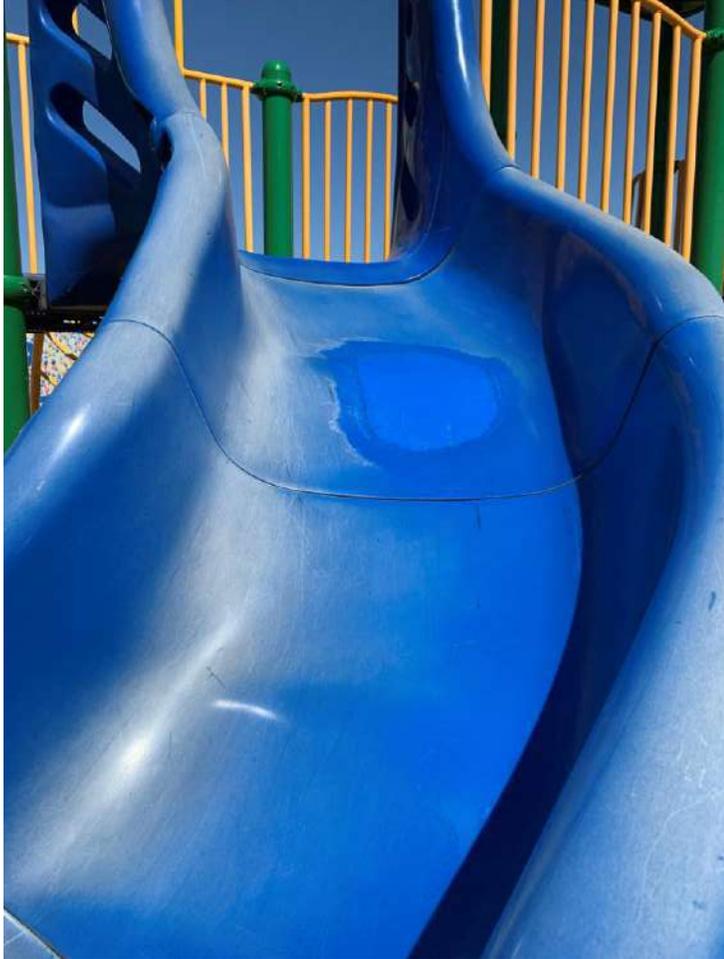


Entry point from Deck to overhead climber not compliant.



Broken/missing equipment.

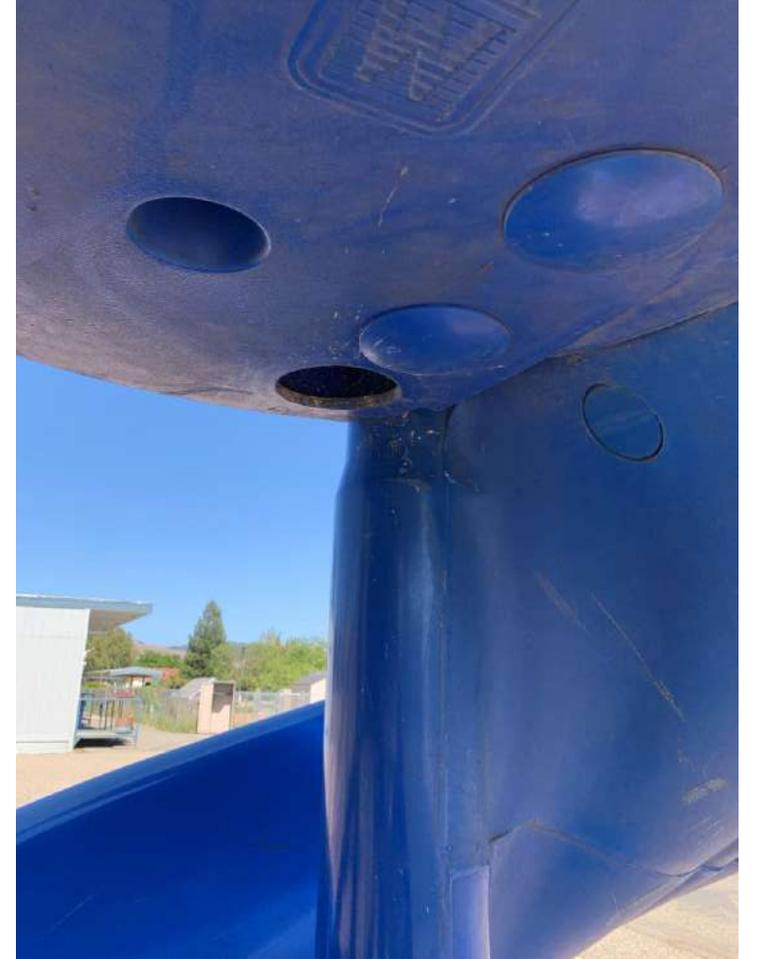
# Rucker Upper Grades



Sectional Slide warped and bumpy.



Sectional Slide warped and Bumpy.



Insect nesting.

## Rucker Upper Grades



Exposed, rusty edges and degradation of decks/stairs.

Stair railings not plumb.

# Estimated Replacement Budget Sheet

## Inclusions and Exclusions

- Estimated play equipment budget based on the square footage of the existing play area. Specific needs may increase or decrease costs as necessary.
- Estimated play equipment Includes Tax and Freight.
- Grant Funding and Bulk Discounts Available (See Procurement Section)

### Construction Inclusions

- Installation includes prevailing wages by factory Certified Installer
- Includes demo and disposal of existing play equipment
- Includes poured in place safety surfacing or synthetic turf safety surfacing over prepared sub-base (by other)
- PIP rubber mix includes 50% color and 50% black using EPDM and Aromatic binder to meet ASTM F1292
- Includes 3rd party CPSI inspection of newly installed structure per ASTM upon completion
- Includes offhaul of footing spoils
- Includes receive and offload play equipment at city location

### Construction Exclusions

- Excludes Bonding, Permits, and Engineered drawings.
- Available upon request at additional costs.
- Excludes site preparation of subgrade and drainage for safety surfacing to be determined pre-construction
- Excludes removal and off haul of existing wood chips where required. (Available upon request at additional costs)

School Site	Playground	Estimated Play Equipment Budget	Certified Installation	Accessible Surfacing*	Total	Safety Rating	A/I Rating	Approximate Square Feet
El Roble	Kinder	91,000	34,580	59,500	185,080			3500
	Upper Grades	-	-	-	-	NEW	NEW	2100
Eliot	Upper Grades	193,050	73,359	89,100	355,509			4950
	Kinder	42,460	16,135	17,370	75,965			965
Glen View	Kinder	79,300	30,134	51,850	161,284			3050
	Upper Grades	-	-	-	-	NEW	NEW	
Rod Kelley	Upper Grades	-	-	-	-	NEW	NEW	
	Kinder	63,800	24,244	37,400	125,444			2200
Las Animas	Kinder	62,880	23,266	33,405	119,551			1965
	Upper Grade	232,000	88,160	104,400	424,560			5800
Luigi Aprea	Kinder	75,000	28,500	42,500	146,000			2500
	Upper Grade	180,000	68,400	90,000	338,400			5000
Rucker	Kinder	105,000	39,900	59,500	204,400			3500
	Upper Grade	68,400	25,992	34,200	128,592			1900
<b>Grand Totals</b>					<b>\$ 2,264,784</b>			

See Inclusions and Exclusions page for details on approximate budget pricing as shown.



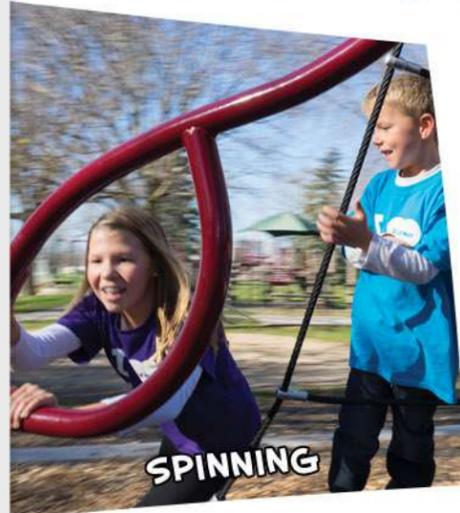
**SPECIFIED PLAY EQUIPMENT COMPANY**

## **OUR PHILOSOPHY: PLAY IS SPONTANEOUSLY CHOSEN INDIVIDUALLY DIRECTED + INTRINSICALLY MOTIVATED.**

Through purposefully designed playgrounds, SPEC ensures that all students have a safe and enriching place to play. Offering a turnkey solution to playground design and construction, SPEC works to ensure that playgrounds are safe, accessible and inclusive.

Through our experience with thousands of completed projects throughout the Bay Area and beyond, our team of highly skilled designers, project managers, and support staff are experts in Play, Sport, and Park.









- 1 **VERVE VI XS**
- 2 **PLAYHOUSE WITH BENCHES**
- 3 **COLLISION, CHARADE, & MEMORY REACTIONS RING PANEL**
- 4 **PLAYENSEMBLE COLLECTION**
- 5 **FREEDOM SEAT**
- 6 **KONNECTION SEAT**
- 7 **REVB ROTATING CLIMBER**
- 8 **ORB ROCKER**
- 9 **VOLTA SPINNER**
- 10 **COBRA SLIDE S FUSION**
- 11 **TREE BRANCH CLIMBER**
- 12 **VELO SLIDE**
- 13 **CONVERGE CLIMBER**
- 14 **MANITOU CLIMBER**
- 15 **LUGE SLIDE**
- 16 **NOVO ARC BENCH CLIMBERS**
- 17 **CHIMES PANEL**
- 18 **GEAR PANEL**
- 19 **MONACO SLIDE**
- 20 **SIGN LANGUAGE PANEL**
- 21 **CRUISER**
- 22 **DRUM ACCESSIBLE REACH PANEL**
- 23 **RAIN WHEEL PANEL**

INSPIRATION DESIGN  
PROPOSAL: 137-126534-1



- 24 PLEXUS OVERHEAD
- 25 TAKTIKS BOW CLIMBER
- 26 APEX ELLIPSE CLIMBER
- 27 EVOLUTION ARCH CLIMBER
- 28 VIPER S SLIDE
- 29 COMET II SPINNER
- 30 ASCEND CLIMBER
- 31 ROLLER SLIDE
- 32 NOVO MOD BENCH CLIMB
- 33 AIRVENTURE GLIDER
- 34 VOLITO SWING
- 35 ROLLER TABLE
- 36 INCLUSIVE ORBIT SPINNER
- 37 ROCK N' ROLL SLIDE
- 38 FAN CLIMBER
- 39 ZIPVENTURE FREEDOM
- 40 ZIPVENTURE DUO
- 41 S TUNNEL
- 42 LIL' NOVO BEAN BENCH AND BENCHES
- 43 LINX CLIMBER
- 44 APEX ROPE CLIMBER
- 45 ABC/123 PANEL
- 46 BUG ACCESSIBLE PEACH PANEL

# Glossary

**Agility** - Ability to move quickly and easily.

**Auditory** - Relating to the sense of hearing.

**Cardiovascular** - Relating to the heart and blood vessels.

**Cooperation** - The process of working together to the same end.

**Coordination** - The organization of the different elements of a complex body or activity so as to enable them to work together effectively.

**Core Body Strength** - Core-strength exercises strengthen your core muscles, including your abdominal muscles, back muscles and the muscles around the pelvis.

**Endurance** - The ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions; stamina.

**Eye-Hand Coordination** - The coordinated control of eye movement with hand movement and the processing of visual input to guide reaching and grasping along with the use of proprioception of the hands to guide the eyes.

**Fine Motor** - Refer to the coordination between small muscles, like those of the hands and fingers, with the eyes.

**Flexibility** - The quality of being adaptable or variable; the property of being flexible

**Imaginative Play** - When children are role playing and are acting out various experiences they may have had or something that is of some interest to them

**Lower Body Strength** - The muscles of the lower abdominal.

**Motor Planning** - The ability to conceive, plan, and carry out a skilled, non-habitual motor act in the correct sequence from beginning to end.

**Olfactory** - Relating to the sense of smell.

**Problem Solving** - The process of finding solutions to difficult or complex issues.

**Proprioception** - Perception or awareness of the position and movement of the body.

**Social Skill Development** - The skills we use to communicate and interact with each other, both verbally and non-verbally, through gestures, body language and our personal appearance.

**Strategic Thinking** - A mental or thinking process applied by an individual in the context of achieving a goal or set of goals in a game or other endeavor.

**Strength** - An even distribution of weight enabling someone or something to remain upright and steady.

**Tactile** - Designed to be perceived by touch.

**Turnkey Solution** - Designed to be perceived by touch.

**Upper Body Strength** - The ability of the body to exert a maximum force against an object external to the body in one maximum effort of the upper body muscles.

**Vestibular** - Relating to a vestibule, particularly that of the inner ear, or more generally to the sense of balance.

**Visual** - Relating to seeing or sight.

## Testimonials

*David Yosso provided a Safety and Accessibility Study for Rincon Valley School District to review all our playground equipment. We used this comprehensive report to replace our equipment with a district wide standard. We interviewed and asked other districts to make sure we did our due diligence. SPEC was suggested for our short list interviews among all the major brands and companies. SPEC has proven to be the most trustworthy, price competitive, and reliable company on the market. We can't say enough about the professionalism and honesty we receive from the SPEC staff and their products and services are amongst the highest quality at a reasonable price. RVUSD can rely on SPEC to provide what they say they will provide on time and under budget.*

**Joseph Pandolfo, Ed.D.**  
Deputy Superintendent, Rincon Valley Union School District

*Mr. Yosso provided a Free Safety and Accessibility Study for Cotati-Rohnert Park School District and reviewed the entire school districts playground equipment. The district came up for a bond and since our equipment was so old and out of compliance, we had the opportunity to replace all our equipment with a district standard. Working with Mr. Yosso is easy and reliable. He comes through when he says he will and is extremely knowledgeable and accountable. I've worked with other playground companies but now that we work with David Yosso and SPEC we are set.*

**Josh Savage**  
Executive Director, Cotati-Rohnert Park Unified School District

*David Yosso has designed and managed some of the most forward-thinking playgrounds within the City of San Francisco for the past 10+ years. He is extremely knowledgeable and accessible to our design staff at the San Francisco Department of Public Works. Working with Mr. Yosso allows us to think outside the box on play and he follows through every step of the way. We look forward to seeing the next incredible project he's working on with his new company Specified Play Equipment Company.*

**Lizzy Hirsch**  
Parks and Team Leader, Landscape Architecture, City of San Francisco

*SPEC provided our students with the most interactive play structure and systems for the space we had available. In going through the process of selecting a manufacturer, we found the SPEC family of products to coincide with our philosophy of teaching to the whole body, installing products which are multifunctional, and aesthetically pleasing when placed within our campuses. The partnership we've forged with SPEC has been one where we both are pushing the creative limits for play structures for all ages and abilities.*

**Geoff De Santis**  
Plant Operations Director, Schools of the Sacred Heart - San Francisco

*SPEC has proven to be the most trustworthy, price competitive, and reliable company on the market. We can't say enough about the professionalism and honesty we receive from the SPEC staff and their products and services are amongst the highest quality at a reasonable price. The City of Foster City can rely on SPEC to provide what they say they will provide on time and under budget.*

**Pete Chiamos**  
Parks Manager, City of Foster City

*Thank you SPEC for supporting our school and representing such an awesome product. As an Early Childhood educator and director, I am always looking for open-ended material and equipment for our children so that they can expand their imagination and creativity. When I built a new school, across the street from our 44-year-old original site, I had one chance to get the right playground structure for our small outdoor space.*

*The SPEC equipment is the best piece of equipment that I have ever purchased in my 40-year career. We have enjoyed it for almost 10 years, and it looks as amazing as it did when it was brand new. It is beautiful and inviting, supports children at each level of development and offers a myriad of creative, adventurous and fun uses. I could not be happier with this structure and I know our children would agree - It's perfect!*

**Belann Giarretto**  
Executive Director, Pacific Primary - San Francisco, CA

*SPEC has been selected for the O'Donnell Park project for the City of Belmont. The designs provide tremendous variety and value compared to the other manufacturers we considered. Working with Mr. Yosso has always been easy and reliable. He comes through when he says he will and is extremely knowledgeable and accountable. I've worked with several other playground companies in the past but since working with David Yosso and the SPEC team we are set.*

**Daniel Ourtiague**  
Parks Manager, City of Belmont

*SPEC was selected for the City of Pleasanton Hansen Park Project over all other vendors. We performed a competitive selection process and the SPEC proposal was clear and concise. The Project Management team for SPEC was knowledgeable, honest, and very easy to work with. They finished on-time and under budget and the community of Pleasanton is extremely happy with the finished product. The City of Pleasanton will be using SPEC for our next park project.*

**Matt Gruber**  
Landscape Architect, City of Pleasanton

*SPEC has been hand selected for the Dublin All Abilities Playground project. The SPEC Team includes Certified Teachers and Playground Professionals that really know their stuff. Based on their tremendous experience working for municipalities like ours we have fast tracked the project with the Grand Opening on track for Spring 2020. We truly appreciate the support and guidance we received from SPEC and their team of experts to design and build the first All Abilities Playground in the Tri Valley.*

**La Shawn Butler**  
Parks and Community Services Director, City of Dublin



**Chris Olsen, CPSI**  
**Senior Project Manager**

**LICENSE AND REGS**

CSLB #1050307

DIR #1000064237

**CAREER EXPERIENCE**

6 Years in the Parks and Playground Industry. 5 years in the child development and social work field. 8 years in sales and customer support.

**EDUCATION**

B.A. Psychology and Child Development, CSU Chico

**RELEVANT EXPERIENCE:**

**2019**

**Professional Associations:**

California Parks and Recreation Association

National Playground Safety Inspectors

**CITY OF DUBLIN PARKS**

**Budget \$1,800,000**

Through a competitive selection process, Specified Play Equipment Company was selected for the All Abilities Playground for the City of Dublin, CA. The scope of work includes participation in the public outreach process, including attendance at stakeholders' meetings and outreach. Designs have been finalized and approved by City Council with turnkey construction to begin 2019.

**2017-2018**

**Brentwood USD, District Playground Update**

**Budget Range \$2,100,000**

Through a competitive selection process with the district, Chris was able to secure the design, procurement, and construction of 12 fully inclusive elementary school playgrounds within the district. The scope of work included site plan review from schematic design through construction development, procurement of materials and equipment, delivery management, and turnkey installation. Worked closely with customer, construction management company, and other contractors to ensure strict timelines and benchmarks were hit, with a focus on customer service and quality.

**2016**

**Lafayette School District- District-wide Playground Update**

**Budget \$1,400,000**

Through a competitive selection process, Chris was able to secure the design, procurement, and construction of 8 elementary school playgrounds within the district. The scope of work included site plan review from schematic design through construction development, procurement of materials and equipment, delivery management, and turnkey installation, inclusive of surfacing. Work for phase II of the project will be commencing this year with two more playground projects this summer.



## David Yosso, M.S.

### Principal

#### LICENSE AND REGS

CSLB #1050307

DIR #1000064237

#### CAREER EXPERIENCE

15 Years in the Parks and Playground Industry

#### FIRM EXPERIENCE

3 Years as Principal/Owner Specified Play Equipment Co.

#### EDUCATION

M.S. Business Management, Cal Poly State University, San Luis Obispo, CA

B.S. Parks and Recreation, Cal Poly State University, San Luis Obispo, CA

#### PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architects

California Parks and Recreation Association

National Playground Safety Inspectors

**SUMMARY** - Mr. Yosso has designed and managed hundreds of community improvement projects in Northern California including parks, playgrounds, schools, housing developments, and child care facilities. In every project he completes, he is grounded by his management principals and passion for play, family, and community. He believes play should be self-regulated for all ages and abilities to exercise risk, failure, and mastery. His passion for play, sport, and park is his purpose.

#### RELEVANT EXPERIENCE:

##### CITY OF SAN FRANCISCO PARKS

**Budget Range \$500,000-\$2,000,000**

Through a competitive selection process, Specified Play Equipment Company has been selected as a preferred vendor for the San Francisco Recreation and Parks Department. The scope of work includes site plan review from schematic design through construction development, accessibility review with Mayors Office of Disability, procurement of materials and equipment, delivery management, and turnkey installation. Recently completed projects include Lafayette Park (2015), Joe DiMaggio Park (2016) Hilltop Park (2016), South Park (2017), Moscone East Park (2018), and Alice Griffith Development (2018). Current projects include Alice Chalmers Park (Scheduled 2019), Hyde and Turk Park (Scheduled 2019), Golden Gate Park (Scheduled 2020), Shoreview Park (Scheduled 2020) and Sunnydale Housing Development (Scheduled 2020).

See Project Experience Photos.

##### CITY OF DUBLIN PARKS

**Budget \$1,800,000**

Through a competitive selection process, Specified Play Equipment Company was selected for the All Abilities Playground for the City of Dublin, CA. The scope of work includes participation in the public outreach process, including attendance at stakeholders' meetings and outreach. Designs have been finalized and approved by City Council with turnkey construction to begin 2019. Mr. Yosso serves as Principal-in-Charge of this project.

##### CITY OF FOSTER CITY PARKS

**Budget \$1,500,000**

Through a competitive selection process, Specified Play Equipment Company was selected for the 3 Park Replacement Projects in 2018. The scope of work included: review of the park sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field. Participation in the public outreach process, including attendance at: an onsite meeting with each of the Erkenbrack, Port Royal, and Turnstone neighborhoods to discuss the proposed replacement apparatus; and at the City's Parks and Recreation Commission. SPEC performed turnkey professional services to the City of Foster City including turnkey certified installation. Mr. Yosso served as Principal-in-Charge of these projects. Projects include Erkenbrack Park, Turnstone Park, and Port Royal Park.

See Project Experience Photos.



# PRINCIPAL QUALIFICATIONS

## SACRED HEART SCHOOLS PHASE I, II, and III

**Budget \$1,500,000**

Mr. Yosso has served as Principal in Charge for Phase I, II, and III of the facility wide play area renovation project. The scope of work included: review of the park sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field including roof top locations. Participation in the student, staff and administration outreach process, including attendance at onsite meetings with the Sacred Heart community to discuss the proposed replacement apparatus; and at the selection Committee. SPEC performed turnkey professional services to Sacred Heart San Francisco and Mr. Yosso serves as Principal-in-Charge of this project. See Project Experience Photos.

## RINCON VALLEY PLAYGROUNDS

**Budget \$1,500,000**

Through a competitive selection process, Specified Play Equipment Company was selected for the Rincon Valley Playground Projects including Village, Spring Creek, and Madrone. The scope of work included: review of the park sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field. SPEC performed turnkey professional services to Rincon Valley. Mr. Yosso served as Principal-in-Charge of this project. See Project Experience Photos.

## SONOMA COUNTRY DAY SCHOOL PLAYGROUNDS PHASE I and II

**Budget \$1,250,000**

Mr. Yosso has served as Principal in Charge for Phase I and now I of the facility wide play area renovation project. The scope of work included: review of the park sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field including hilltop locations. Participation in the student, staff and administration outreach process, including attendance at onsite meetings with the Sonoma Country Day School community to discuss the proposed replacement apparatus; and at the selection Committee. SPEC performed turnkey professional services to Sonoma Country Day School and Mr. Yosso serves as Principal-in-Charge of this project. See Project Experience Photos.

## JEFFERSON DISTRICT –DISTRICT WIDE PLAYGROUND PROJECT

**Budget \$1,250,000**

Mr. Yosso has served as Principal in Charge for the District Wide playground replacement project Phase I, II and now III of the facility wide play area renovation project. The scope of work included: review of the school sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field. Participation in the student, staff and administration outreach process, including attendance at onsite meetings with the Jefferson School District community to discuss the proposed replacement apparatus; and at the selection Committee. SPEC performed professional services for Jefferson School District and Mr. Yosso serves as Principal-in-Charge of this project. See Project Experience Photos.

## BELMONT OAKS ACADEMY –PLAYGROUND RENOVATION PHASE I-IV

**Budget \$1,000,000**

Mr. Yosso has served as Principal in Charge for the Merry Moppet playground replacement project Phase I, II, III, and IV of the facility wide play area renovation project. The scope of work included: review of the school sites and evaluation of the existing play equipment and site constraints. Existing play area footprint dimensions were surveyed and verified in the field. Participation in the student, staff and administration outreach process, including attendance at onsite meetings with the Merry Moppet community to discuss the proposed replacement apparatus; and at the selection Committee. Mr. Yosso serves as Principal-in-Charge of this project. See Project Experience Photos.

# BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2020

# SPEC Guarantee

Specified Play Equipment provides FREE warranty labor on all SPEC installed equipment in California

- Equipment must have been originally installed by SPEC installers
- Labor covered must be on Equipment under manufacturer's warranty
- Covers all SPEC Playground and Sport Equipment brands
- Applies only to customers in California

## SPEC Guarantee Case Study

*If Burke slide breaks 14 years after installation*

### **Manufacturer + SPEC:**

Cost to replace broken slide:

\$0 equipment

\$0 freight

\$0 installation

**Total: \$0**

### **Other Companies:**

Cost to replace broken slide:

\$4,700 equipment

\$1,300 freight

\$3,000 installation

**Total: \$9,000**

**Manufacturer slide provides new 15 year warranty on replacement slide.**



## Next Steps

Please Contact:

Chris Olsen, Sr. Project Manager

Specified Play Equipment

Company 121 #1 Industrial Road

Belmont, CA 94002

Direct : 650.769.0775

[c.olsen@SpecPlay.com](mailto:c.olsen@SpecPlay.com)

# Building Evaluation Report



Gilroy USD Transit Facility  
220 Swanston Lane  
Gilroy, CA

Gilroy Unified School District  
7810 Arroyo Circle  
Gilroy, CA



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

260 Sheridan Avenue, Suite 150  
Palo Alto, CA 94306  
Phone: (650) 617-5930

October 06, 2021

Project No: 15608E

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## 1.0 INTRODUCTION

### 1.1 General

The objective of this report is to present the results of the structural engineering qualitative evaluation for 3 of the buildings at the Gilroy USD Transit facility. Refer to Figure 1 which shows a vicinity map of site.

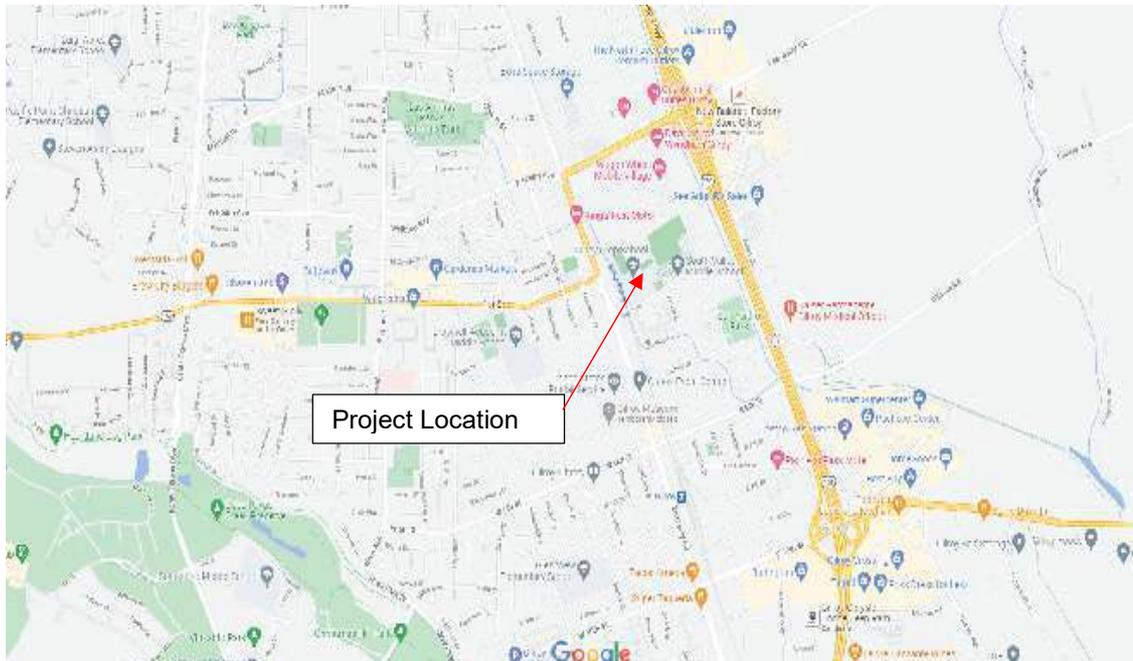


Figure 1 – Vicinity Map

### 1.2 Scope of Work

We have provided the following structural engineering services associated with the evaluation of the subject site:

- 1) Review available architectural or structural drawings.
- 2) Visited the site to observe the existing structural conditions.
- 3) Performed a limited qualitative evaluation of the building's gravity and lateral force resisting systems.
- 4) Written this report covering the following items:
  - a) Assessment of structural condition.
  - b) Evaluation of the building's seismic force resisting capacity.

Assessments, conclusions, and/or recommendations contained within this report are based upon observations made during our site visit of August 25, 2021, and upon our experience evaluating other structures of similar configuration, construction type, vintage and location. We have performed a cursory review of the building's existing gravity and lateral systems; no structural calculations have been performed except as explicitly noted.

Per the Districts' request, we have only provided evaluations for the Bus Garage / Storage / Office Building (Building 100), the Shops Building (Building 300) and the Office / Pre-K Daycare Center (Building 400). See Figure 2 for a site plan.

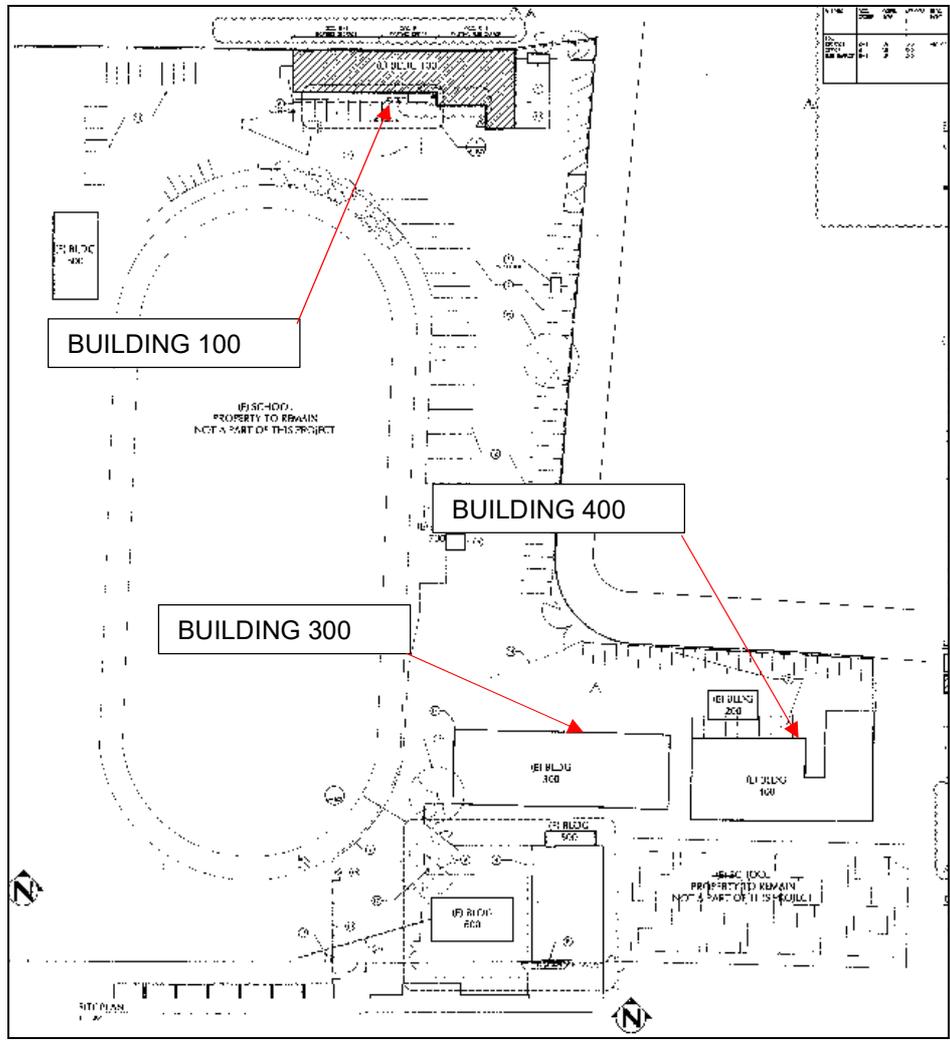


Figure 2 – Site Plan

**1.3 Review of Documentation**

Original Structural drawings for the Bus Garage addition by CM Hanif Engineering (Dated May 3, 2011) and Architectural / Structural drawings for the Office / Pre-K Daycare alternations by Higgins & Root Architects (Dated January 1949) were available for review. Structural drawings for the balance of the Bus Garage / Storage Building and the Shops Building were not available for review. Likewise, a geotechnical report was not provided for our review. Conclusions in this report were based on our site visit, review of available drawings, and our review of satellite information obtained from the internet.

## **1.4 Limitations**

Services associated with the preparation of this report were performed by Hohbach-Lewin in a manner consistent with the level of care and skill ordinarily exercised by members of the structural engineering profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. The report is based on a limited review of the building and was prepared solely for the use of Gilroy USD. No third party shall have the right to rely on opinions expressed herein without both Gilroy USD's and Hohbach-Lewin, Inc.'s written consent. The actual structural characteristics of the building could not be fully assessed since no calculations were performed. In addition, architectural finishes conceal many features of the structure throughout. Information not available under these conditions to Hohbach-Lewin and hidden construction quality conditions could alter the structural characteristics of the building from what is inferred in this report.

## **2.0 Building Description**

### **2.1 General**

#### **Building 100**

Building 100 is comprised of 3 separate single-story structures arranged in a west to east orientation. The original structure occupies the westernmost portion of the building and is approximately 112' wide x 38' deep. Approximately half of the original structure is used for storage, and the other half is used as district offices. This building has concrete walls and a wood roof.

The middle structure is the Bus Garage addition from 2011 where structural drawings are available. This structure is approximately 39' wide x 42' deep. This building is a light-framed wood structure.

The easternmost portion of Building 100 is approximately 32' wide x 66' deep and is also used as a bus garage. Like the other bus garage, this building is also a light-framed wood building.

#### **Building 300**

Building 300 is a single-story, pre-fabricated metal framed building approximately 180' wide x 60' deep, currently being used as a district maintenance and storage facility.

#### **Building 400**

Building 400 is a single-story light-framed wood structure, roughly shaped like a capital letter "E". The building is approximately 150' wide x 90' at its deepest. The architectural and structural drawings for the alterations of this building from 1949 are available. The majority of this building is used for the Gilroy Unified School District Early Childhood Education Program, with a smaller portion used for district offices.

## **2.2 Site Visit Report**

At the time of the site visit, all of the subject buildings were partially occupied. Therefore, observations of the structures are limited to what we could readily see without removing building finishes, equipment and furniture. The footings for all areas were not accessible to review.

#### **Building 100**

Cracking in the wall finishes and large (up to 1" wide) slab cracks were noted in the rear of the center structure (2011 addition). No distress was noted in the westernmost structure, but there is a (likely) non-permitted storage area suspended from the roof trusses in the storage space, as well as (likely)

non-permitted partition walls / ceiling framing for the offices. No visible building distress was noted in the easternmost portion of the building.

### **Building 300**

No signs of distress or abnormalities were noted for this building.

### **Building 400**

The wood rafters, roof sheathing, posts and trim pieces on the outside of the building are in varying states of deterioration. There is also some minor cracking in the exterior stucco.

## **2.3 Gravity System Description**

### **Building 100**

The roof diaphragms are constructed of light-framed construction consisting of plywood / diagonal sheathing spanning between roof trusses / 2x rafters. The roof trusses / 2x rafters span between the exterior bearing walls, which are concrete for the westernmost structure and wood for the other two structures.

The foundation system likely consists of a concrete slab-on-grade, with the perimeter walls likely supported by continuous concrete strip footings.

### **Building 300**

The roof diaphragm is constructed of light gage metal deck spanning between light gage purlins. The purlins span between structural steel beams that are supported by the exterior building columns.

The foundation system likely consists of a concrete slab-on-grade, with the perimeter steel columns likely supported by concrete pad footings.

### **Building 400**

The roof diaphragm is constructed of diagonal sheathing spanning between 2x rafters. The rafters span between the exterior walls and interior beams and or bearing walls. The elevated floor system is constructed of diagonal sheathing spanning between 2x floor joists. The joists span between the exterior walls and interior beams.

A covered, outdoor storage area was constructed at some point after the 1949 drawings were approved. The area is between two of the building "wings" and consists of 2x roof framing spanning between a 4x center beam which in turn is supported by steel pipe columns.

The foundation system consists of continuous concrete strip footings at the perimeter of the building and by discrete concrete pad footings at the interior bearing walls and beams.

## **2.4 Lateral System Description**

### **Building 100**

The westernmost (original) portion of the structure consists of a straight sheathed wood diaphragm that distributes lateral forces to concrete walls in the transverse (north-south) direction and concrete

moment frames (with concrete panel infills at the rear of the building) in the longitudinal (east west) direction.

The center and easternmost portions of the structure utilize plywood diaphragms to distribute the lateral forces to exterior wood shearwalls in both the transverse and longitudinal directions. The exception is the building interface between the original concrete structure and the center structure, where a short wood shearwall transfers the lateral forces into the original concrete wall. It should also be noted that the center structure utilizes the shearwall of the easternmost structure in a similar manner.

Concrete foundations transmit those lateral loads into the ground.

### **Building 300**

Buildings of this type typically utilize either diagonal rod bracing or metal decking panels in the roof to distribute lateral forces to the exterior walls in the longitudinal direction and to interior steel moment frames in the transverse direction. The exterior walls typically utilize either diagonal rod bracing or metal decking panels to transfer the lateral loads to the foundations.

### **Building 400**

The structure consists of a straight sheathed roof diaphragm that distributes lateral forces to exterior and interior wood shearwalls. The interior shearwalls were added during the 1949 alterations and are diagonally sheathed. The exterior walls are original and are most likely straight sheathed.

The 1949 alterations also added pipe columns and footings to the exterior of the building. The columns apparently are intended to act as a buttress for lateral loads in the transverse direction.

## **3.0 SITE SOILS AND SEISMICITY**

### **3.1 Seismicity**

The site is located in a region of high seismic risk due to its proximity to several major faults. Based on various geological and seismological characteristics, it is possible to estimate the theoretical maximum magnitude earthquake (MCE) a given fault can generate and the probability that the given earthquake will occur in a specified time period. The faults that contribute significantly to the seismic hazard at this site are the following:

<u>Fault</u>	<u>Distance to Site</u>
Calaveras Fault	6.3 km
Sargent Fault	6.5 km
San Andreas Fault	13.0 km

### **3.2 Local Seismic Hazards**

Local seismic hazards play a large role in the degree to which strong motions from earthquakes actually affect the subject property location. These local hazards consist of fault rupture, soil amplification, soil liquefaction, and landslide susceptibility.

The State of California has undertaken an ongoing effort to map areas of potential surface fault rupture for the purposes of restricting future construction for human occupancy. These maps are maintained by the California Geological Survey (CGS) and are called Earthquake Fault Zone (formerly known as Alquist-Priolo Special Studies Zone) Maps. Earthquake Fault Zones (EFZ) delineate areas that have

experienced fault displacement in the last 11,000 years (i.e. Holocene time). Properties within these zones are at risk from additional damage due to surface displacements. The CGS maps show that the building site is not located within an identified Earthquake Fault Zone. Hence, at present, there is no restriction to site usage or development due to local fault surface rupture hazard.

Seismic energy is transmitted by the earth's brittle crust and then upward through the soil layers on top of the earth's crust until it reaches the surface. According to the stratigraphy of the soils beneath the subject property location, arriving energy waves may be amplified -- thereby increasing the intensity of shaking at the surface. In general, deep alluvial soil, thick muddy deposits, and areas of un-engineered fills tend to significantly amplify earthquake energy. Firmer soils or shallow alluvial soils tend to only moderately amplify earthquake energy. Hard soil or rocky outcroppings tend to produce little or no amplification of earthquake energy. Based on the reviewed geologic map, the underlying soil consists of flood plain deposits; therefore, it is likely that some soil amplification will occur.

The California Department of Conservation has developed Seismic Hazard Zone maps for identifying where potential liquefaction and earthquake-induced landslides may occur in the event of a major seismic event. These maps are used to indicate where the liquefaction and landslide risks should be evaluated on a site-specific basis.

Soil liquefaction is a condition where the ground loses its bearing capacity. It is often likened to a "quick sand" effect, where the soils temporarily behave as a fluid material. A number of effects are associated with this including loss of bearing capacity, sand boils, lateral flows, and permanent ground deformation. Loose, poorly graded sands, usually within 30' or 40' below the surface, are the major factors in liquefaction incidences. However, these soils alone are not enough to incite liquefaction. The coincidence of a large magnitude earthquake, significant accelerations arriving at the location, and a water table that is high enough to saturate the poor soils is usually necessary for liquefaction occurrence. Per the Seismic Hazard Zone maps developed by The California Department of Conservation, the site of the subject property has not been evaluated for liquefaction risk.

Landslides triggered by earthquakes historically have been a significant cause of earthquake damage. Areas that are most susceptible to earthquake-induced landslides are steep slopes in poorly cemented or highly fractured rocks; areas underlain by loose, weak soils; and areas on or adjacent to existing landslide deposits. Slopes that are susceptible to landslides and/or mudslides are often destabilized during severe earthquake shaking. Per the Seismic Hazard Zone maps developed by The California Department of Conservation, the site of the subject property has not been evaluated for landslide risk.

#### **4.0 BUILDING ANALYSIS**

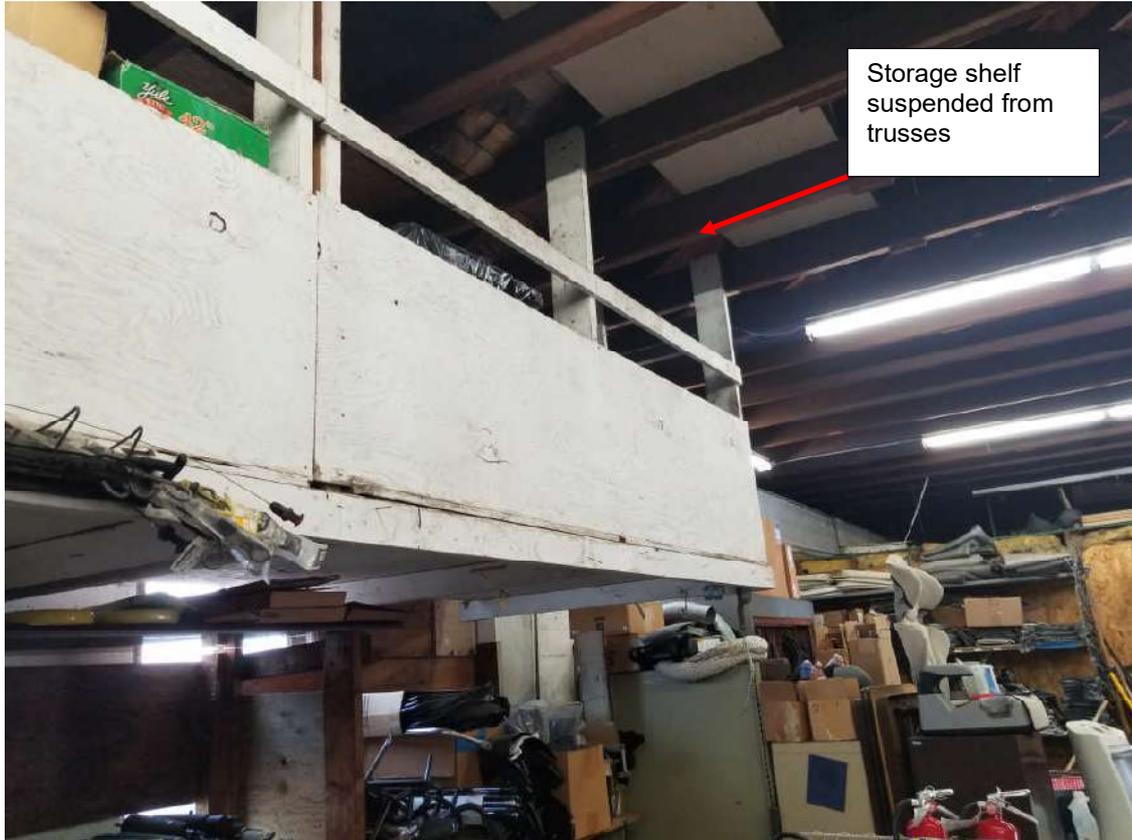
##### **4.1 Qualitative Gravity Evaluation**

###### **Building 100**

In general, the roof trusses and the concrete beams / walls in the westernmost portion of the building appear to be performing adequately. However, the suspended storage shelf adds unanticipated loads to the trusses, and the shelf itself does not appear to be engineered (See Figure 3). This suspended storage area should be removed.

The wood roof trusses and wall framing for the center portion of the building appear to be performing adequately. As previously mentioned, this area of the building has a significant number of cracks in the slab-on-grade towards the rear of the structure. These cracks appear to be at the interface where the new slab-on-grade was epoxied doweled into the original (pre-2011) slab-on-grade (see Figures 4 & 5). It would appear that the new foundation at the rear of the center portion of the building has settled since it was originally constructed.

The wood roof and wall framing in the westernmost portion of the building appear to be performing adequately.



**Figure 3 – Suspended storage shelf**



**Figure 4 – Crack in rear of Building 100**

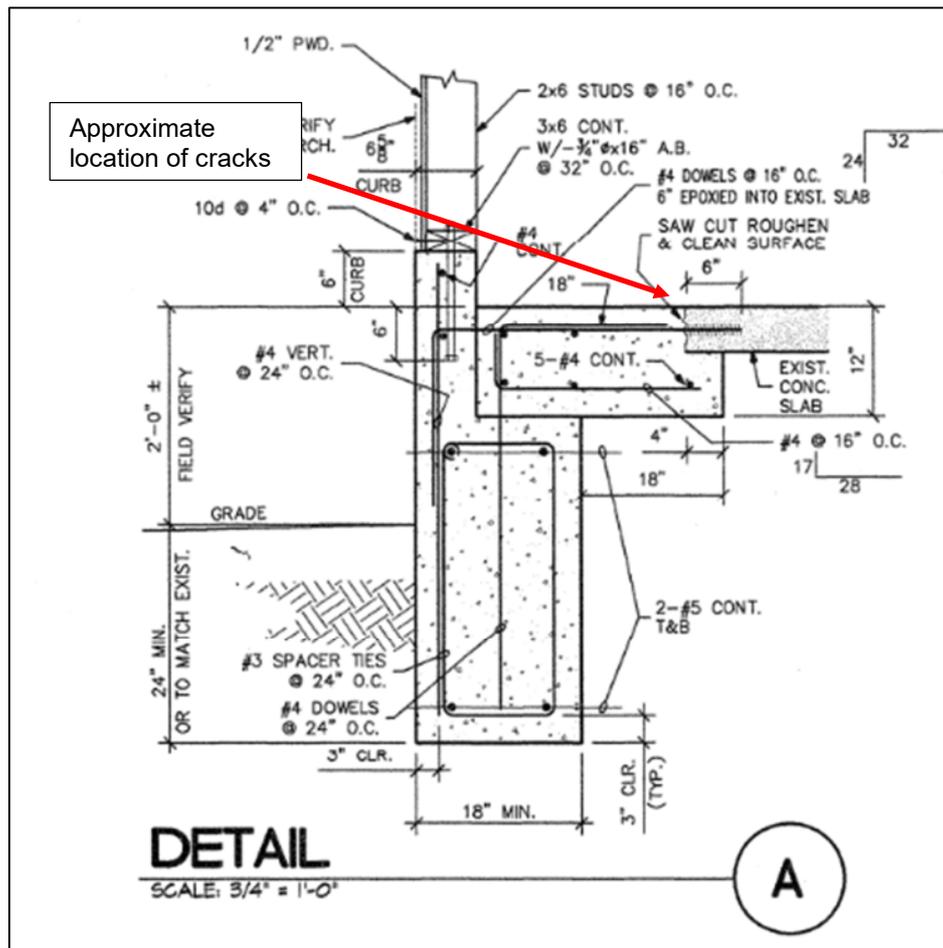


Figure 5 – Existing Building 100 section

**Building 300**

The gravity framing system of this building appears to be performing adequately.

**Building 400**

Besides the noted dry-rot issues in the framing, the gravity framing system of most of this building appears to be performing adequately.

The one exception is the covered storage area, where the existing framing is visibly sagging under very minimal roof loads. The roof framing in this area should be removed. Replacing the roof in this area with a Code compliant structure may be problematic

## 4.2 Qualitative Seismic Evaluation

### Building 100

There did not appear to be adequate out-of-plane connections between the exterior concrete walls / beams and the wood roof in the westernmost portion of the building. Without this connection, past moderate earthquakes have shown that the heavy concrete wall elements can separate from the roof, resulting in a wall and roof collapse. Additionally, concrete moment frames in buildings of this vintage typically lack the ductile reinforcing details required in current buildings of similar construction, so the concrete columns and beams may see significant damage in a seismic event which could result in a partial building collapse.

The partition walls and ceiling elements in the western portion of the building that have been built within the existing building are also cause for concern. This framing does not appear to have been properly anchored to the slab, and the construction lacks proper horizontal and vertical diaphragms and shear transfer details (see Figure 6). In the event of an earthquake, these walls could shift, potentially resulting in a collapse of the walls or ceiling structure.

The center portion of the building utilizes the existing concrete wall of the westernmost structure and the wood wall of the easternmost structure for its gravity and lateral supports in the longitudinal direction (see Figure 7). It is possible that a hinge will form in the wall studs at the interface between the two structures in a seismic event, which may cause a localized roof collapse. The wood stud walls of the center building act as the bearing / shearwalls in the transverse direction and likely will perform adequately in a seismic event.

The easternmost portion of the building utilizes wood bearing / shearwalls at the sides and rear of the building which will likely perform adequately in an earthquake. The front of the building however, contains a large garage door opening that takes up the majority of the front elevation. While there are small portions of solid wall on either side of the door, it is unlikely that these walls are adequate to resist the anticipated lateral forces due to their slender (height to width) aspect ratios (see Figure 8). This building could experience damage in a moderate to large seismic event since it is lacking lateral support on one side of the structure.

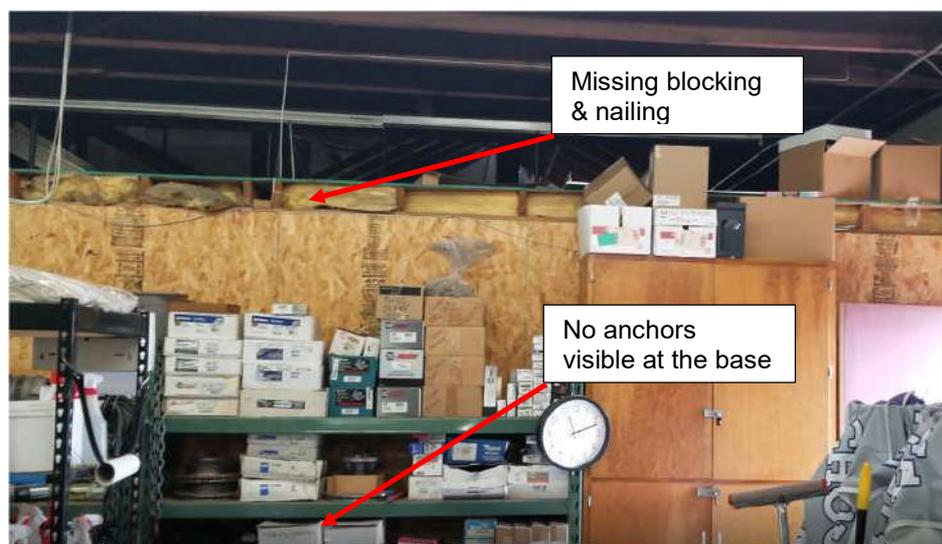
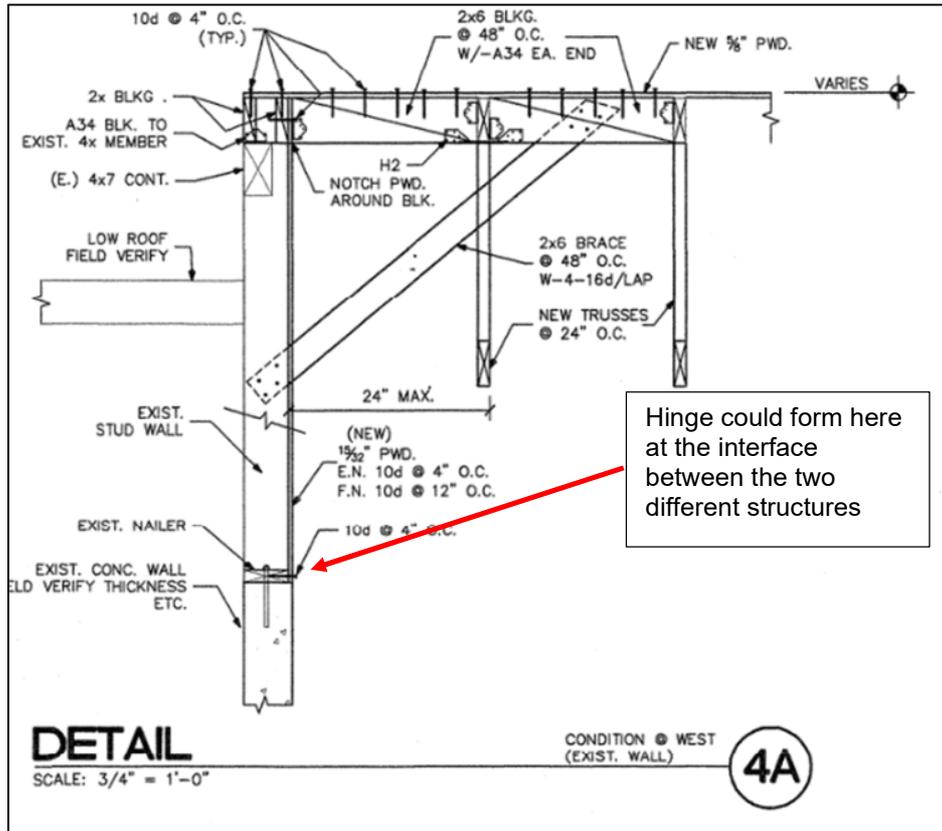


Figure 6 – Building 100 Partition Walls



Hinge could form here at the interface between the two different structures

Figure 7 – Building 100 interface between western and center portion



Slender shearwalls

Figure 8 – Building 100 eastern shearwalls

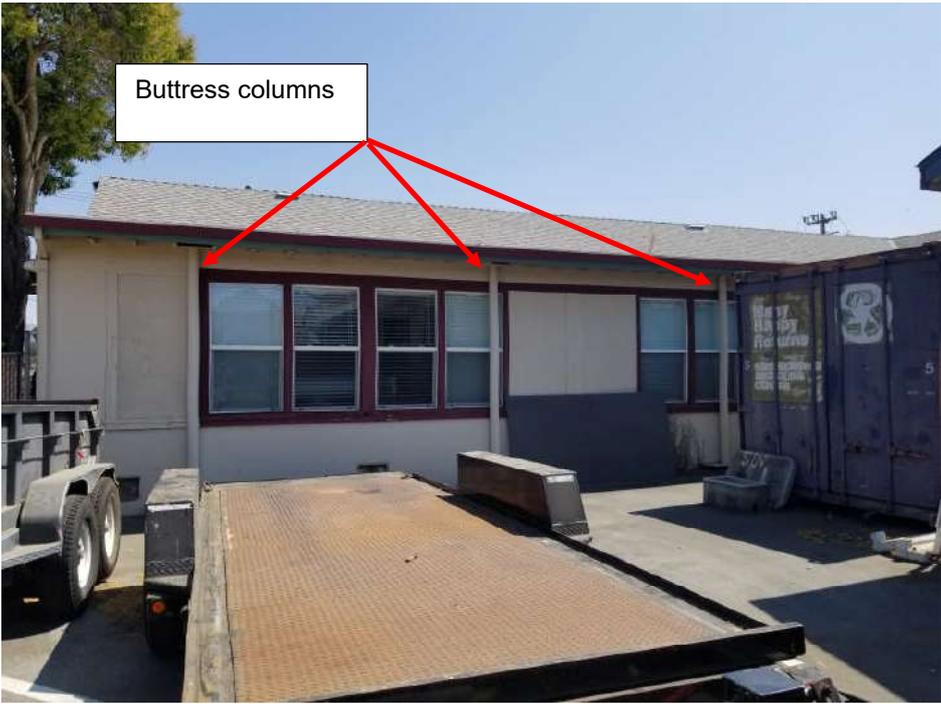
**Building 300**

We anticipate that this building will not have any issues in a seismic event. Generally, these buildings have a low seismic demand, and their lateral force system is well defined and evenly distributed.

**Building 400**

This building largely utilizes the exterior walls (presumably diagonally sheathed) for shear resistance in the longitudinal direction of each wing, along with some interior diagonally sheathed walls that were added in the 1949 modifications. Seismic forces in the transverse direction of the building are resisted by the exterior walls and the buttress columns that were added in 1949. See Figure 9.

The ability of the buttress columns to resist seismic forces is suspect, as the existing drawings indicate the columns are only attached to two existing 2x roof framing members that likely were not designed to resist lateral loads. Additionally, the exterior elevations of the building are extensively fenestrated, so there is a general lack of solid wall that could be used as shear resisting elements. Many of the exterior walls were not structurally upgraded during the 1949 renovations as well, so it's likely that the shear resistance relies on straight sheathing or stucco, neither of which are suitable to resist current Code level lateral forces. The structure may experience significant amounts of damage in a moderate to severe earthquake.



**Figure 9 – Building 400 buttress columns**

### 4.3 Recommendations and Cost Estimates

#### Building 100

Out-of-plane wall ties should be added from the concrete walls to the roof structure, and plywood sheathing should be added to the roof in the westernmost portion of the building to strengthen the diaphragm so it can support the anticipated out-of-plane loads. Additionally, the concrete moment frames should be strengthened by the addition of a fiber reinforced polymer (FRP wrap), or alternatively, some of the open bays could be infilled with concrete shearwalls. The suspended storage area should be removed, and the office area framing should be braced properly for lateral loads by the addition of a proper load path from the ceiling to the slab (addition of horizontal and vertical plywood diaphragms, Simpson framing clips, additional nailing, anchor bolts, etc.).

For budgeting purposes, we would project (as a rough order-of-magnitude cost estimate) that the implementation of these suggested retrofit measures would be in the range of **\$400,000**. A completed structural design accompanied by a professional cost estimate will be necessary to validate these projections.

The center portion of the structure should be seismically separated from the westernmost and easternmost portions of the structure by the addition of new wood framed bearing and shearwalls. Additionally, this area should be monitored for future movement and a Geotechnical engineer should be consulted in order to ascertain the source of the existing settlement.

For budgeting purposes, we would project (as a rough order-of-magnitude cost estimate) that the implementation of these suggested retrofit measures would be in the range of **\$75,000**. This estimated cost does not include any potential work to mitigate the ground movement. A completed structural design accompanied by a professional cost estimate will be necessary to validate these projections.

A new lateral force resisting element should be added to the front of the easternmost portion of the building. The most economical retrofit option would be the addition of a new shearwall by infilling a portion of the existing door opening. A structural steel moment frame would need to be added if partially infilling the existing door is not possible. New foundations would likely be required for the moment frame retrofit.

For budgeting purposes, we would project (as a rough order-of-magnitude cost estimate) that the implementation of these suggested retrofit measures would be in the range of **\$50,000**. A completed structural design accompanied by a professional cost estimate will be necessary to validate these projections.

See Figure 10 for rough retrofit scope.

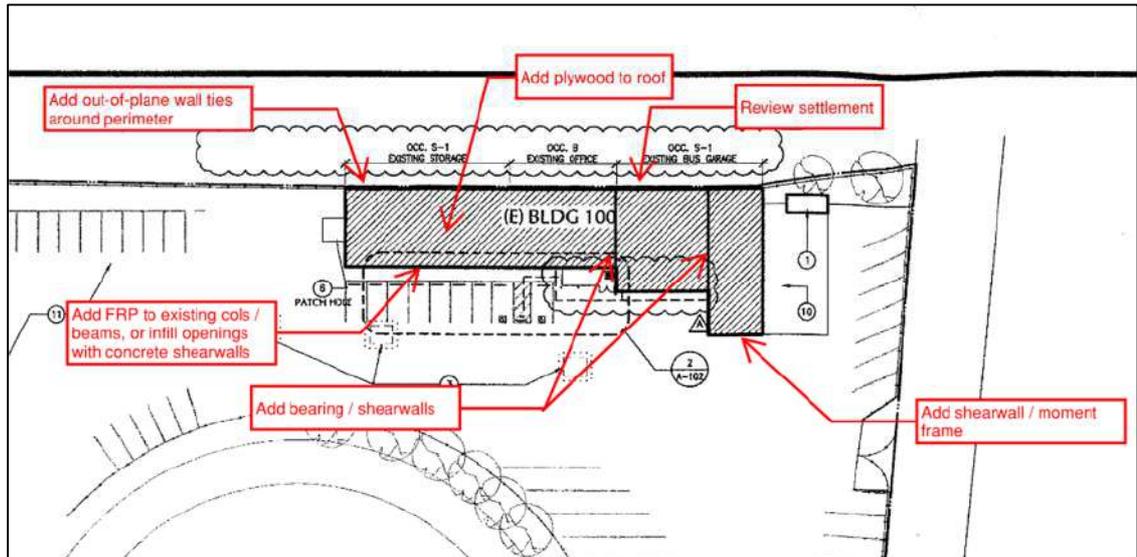


Figure 10 – Building 100 schematic retrofit scope

### Building 300

No retrofits are recommended for this structure at this time.

### Building 400

This building generally lacks adequate lateral force resisting elements in both longitudinal and transverse directions. New plywood shearwalls and hold downs should be added on the exterior and interior of the building, as well as new plywood sheathing on the roof. New foundations would likely be required at any new shearwalls.

The existing covered storage area should be removed, as it likely has not been designed to Code standards for gravity and lateral loads. Additionally, the current gravity framing members should thoroughly be inspected for signs of rot and replaced if necessary.

For budgeting purposes, we would project (as a rough order-of-magnitude cost estimate) that the implementation of these suggested retrofit measures would be in the range of **\$500,000**. A completed structural design accompanied by a professional cost estimate will be necessary to validate these projections.

See Figure 11 for rough retrofit scope.

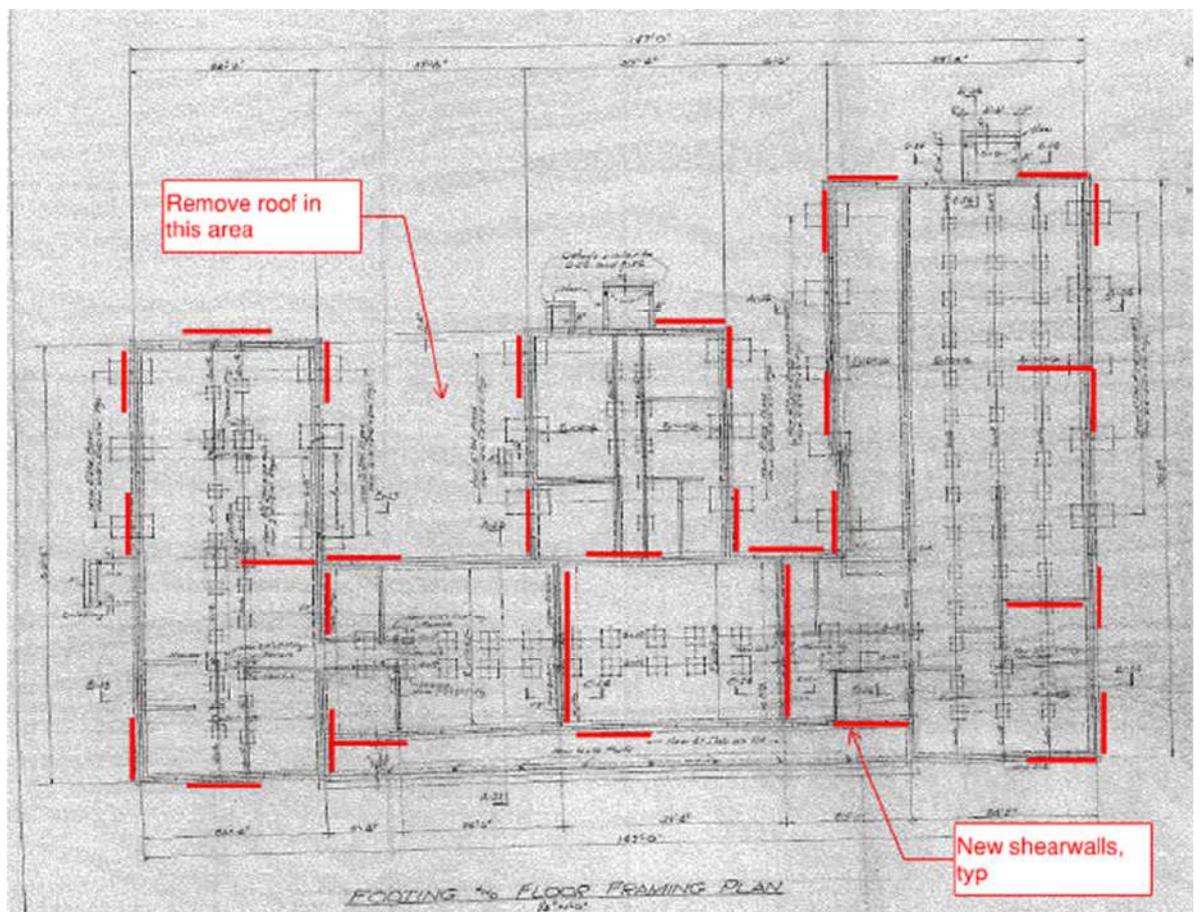
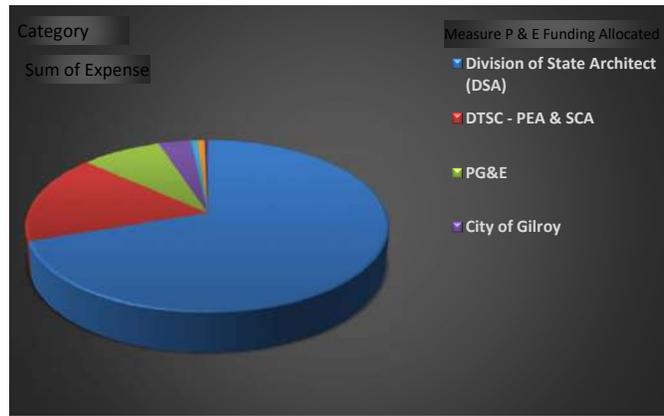


Figure 11 – Building 400 schematic retrofit scope

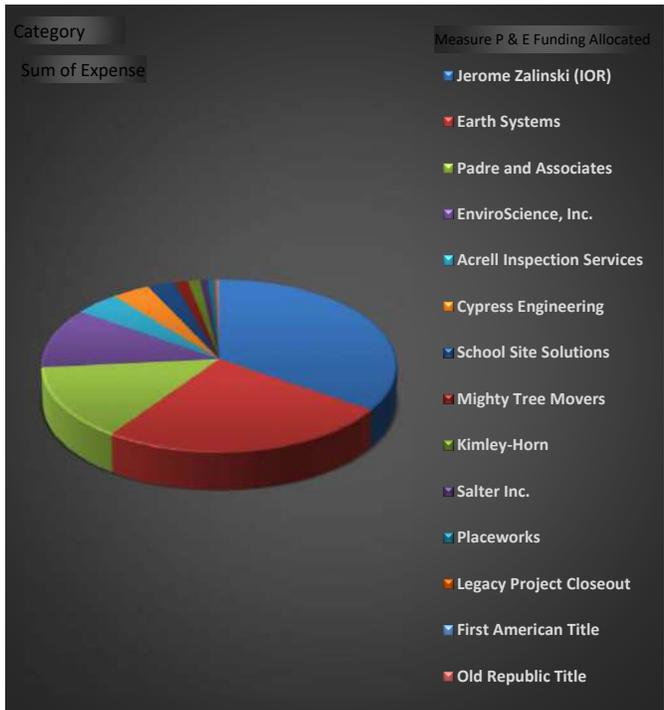
**Category Oversight**

Oversight Entity	Sum of Expense
Division of State Architect (DSA)	\$ 358,750
DTSC - PEA & SCA	\$ 86,313
PG&E	\$ 42,527
City of Gilroy	\$ 17,330
Dept. of Environmental Health	\$ 3,615
California Geological Survey	\$ 3,600
Water Resource Board Fee	\$ 1,114
Advertisement	\$ 598
<b>Grand Total</b>	<b>\$ 513,846</b>



**Category Consultants**

Consultant	Sum of Expense
Jerome Zalinski (IOR)	\$ 538,610
Earth Systems	\$ 389,406
Padre and Associates	\$ 214,168
EnviroScience, Inc.	\$ 176,270
Acrell Inspection Services	\$ 68,740
Cypress Engineering	\$ 58,000
School Site Solutions	\$ 41,250
Mighty Tree Movers	\$ 21,200
Kimley-Horn	\$ 18,120
Salter Inc.	\$ 12,500
Placeworks	\$ 9,550
Legacy Project Closeout	\$ 3,478
First American Title	\$ 3,000
Old Republic Title	\$ 1,000
<b>Grand Total</b>	<b>\$ 1,555,292</b>



Total Oversight Costs \$ 2,069,138  
 Total percentage of Budget 3%

## Change Order Log - GHS Plaza

Change Order Log - GHS Plaza				
Kent Construction	Change Order Amount	Change Order Number	Change Order Date	Notes
	\$ (71,597.36)	N/A	6/10/2021	CONTINGENCY IN BASE CONTRACT
	\$ 2,677.50	COR-001/CO1	8/4/2021	Topo survey
	\$ 38,554.50	COR-002/CO1	8/4/2021	Revisions to grading plan
	\$ (8,566.75)	COR-003/CO1	8/4/2021	Bench and trash reselection
	\$ (5,429.97)	COR-004/CO1	8/4/2021	revised lighting panel location
	\$ 20,594.26	COR-005/CO1	7/27/2021	Re-route water lines
	\$ 30,886.72	COR-006R/CO2	10/13/2021	Redo conduit and wire to CMU/Panel
	\$ 2,877.81	COR-007/CO2	10/13/2021	Remove/Reinstall tamper switch
	\$ (4,386.07)	COR-008/CO2	10/13/2021	Reduce sidewalk width
	\$ 11,906.41	COR-009R/CO2	10/13/2021	Add curb on sidewalk
	\$ (4,819.50)	COR-010/CO2	10/13/2021	Delete stucco on CM wall
	\$ (1,285.20)	COR-011/CO2	10/13/2021	Delete plants under redwood trees
	\$ 772.19	COR-012/CO2	10/13/2021	New irrigation controller
	\$ 470.17	COR 13/CO2	10/13/2021	Added concrete at existing hydrant pad
	\$ 3,954.13	COR14/CO2	10/13/2021	Additional grading of site per RFI #21
<b>Total:</b>	<b>\$ 16,608.84</b>			
InStudio Architects				
<b>Total:</b>	<b>\$ -</b>			
Earth Systems				

	A	B	C	D
1	Total Project Budget Matrix			
2	Gilroy High School Plaza Project			
3	October 21, 2021 Board Meeting			
4	Measure E Funding Allocated	Encumbered	Future Expenditures	Description
5				
6	InStudio Architecture	\$ 44,500.00		Architect
7	EnviroScience	\$ 2,985.00		Hazmat Testing for Demolition
8	Randazzo Enterprise, Inc	\$ 58,663.00		Demolition of Portables
9	Collins Electrical Company, Inc.	\$ 7,500.00		Electrical Disconnect of Portables
10	NOR*CAL Portable Services	\$ 5,960.00		Temporary Fence Rental
11	NOR*CAL Portable Services	\$ 6,000.00		Contract Amendment - Add'l Fencing
12	Johnson Electronics	\$ 1,520.00		Security / Fire Alarm Disconnect
13	DSA	\$ 3,450.00		Plan Review Fee
14	New SV Media	\$ 1,080.00		Bidders Advertisement
15	Kent Construction	\$ 787,571.00		Construction Contract
16	Jerome R. Zalinski	\$ 7,000.00		Inspector of Record
17	Earth Systems Pacific	\$ 23,036.00		Geotech and Special Inspections
18				
19	Encumbered to Date	<b>949,265.00</b>		
20	Balance Remaining		\$ <b>50,735.00</b>	
21	Total Project Cost	\$	<b>1,000,000.00</b>	
22				
23	**Total Project Budget	\$	<b>1,000,000.00</b>	
24	<b>**Notes:</b>			
25	Original Budget - \$370,632			
26	<b>Spent \$118,598 through 6/30/21</b>			
27	Funds from BMS <b>\$881,402</b> to get new Budget of \$1,000,000.00			



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

No. 1 of 1

### PROPOSAL

Date: 10/5/21

PROPOSAL SUBMITTED TO <b>G.U.S.D. / DAN MC AULIFFE</b>		EMAIL Dan.mcauliffe@gusd.k12.ca.us	DATE OF PLANS/PAGE #'S
PHONE NUMBER 408-337-3227	FAX NUMBER 408-648-6424	JOB NAME Luigi Aprea Trip Hazards.	
ADDRESS, CITY, STATE, ZIP 7810 ARROYO CIR. GILROY, CA. 95020		JOB LOCATION Gilroy CA	

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

- Excavate dirt to allow for 4" new concrete in planter areas (2)
- Remove and cap sprinklers.
- Install rebar dowels on all sides
- Pour concrete with light broom finish.
- Grind down or replace 4 large locations to flatten trip hazards, Approx 6"x73' LF
- All work to be done on the weekend (Sat and Sun) to not interrupt school hours.

Project should take 2 days.

Note:

*Manes  
Joe  
Horn*

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

Eight thousand three hundred dollars----- dollars \$8,300

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 Workers' Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature *Joe 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]*

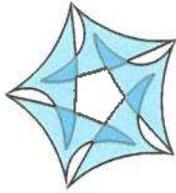
Signature *Alvaro Meza*

Date of Acceptance 10/5/2021









# USASHADE & Fabric Structures.

Date:	9/29/21
Quote Number:	MAC210929-14
Customer ID:	
Valid Until:	10/14/21

Prepared for: Dan McAuliffe  
 Project Name: Elliot Elementary School  
 Email Address: dan.mcauliffe@gilroyunified.org  
 Name of Company: Gilroy Unified School District  
 Project Address: 475 Old Gilroy St.  
 Gilroy, CA 95020

Prepared by: Michael Crossley  
 Phone number: 510.203.2245  
 Email Address: michael.crossley@usa-shade.com  
 Title: Regional Manager  
 Address: 927 Enterprise Way Suite A,  
 Napa, CA 94558

## DSA PC Structure Quote



Structure Type: Full\_Canblever\_Hip\_Joined  
 Maximum Size (WxH): 20 x 60  
 Maximum Entry Height: 15'  
 DSA PC Number: 04-119455  
 DSA Model Number: 05A3022060-19

Quantity	Price	Total
1	\$ 30,240.46	\$ 30,240.46
		\$ 30,740.45
		\$ 600.00
		\$ 4,507.24
		\$ 3,127.29
		\$ 66,088.15
		\$ 69,215.44



\*\*\*We do our best to secure building materials at the best rate, so we can pass the savings on to our clients, however, construction material remains very volatile. Pricing good for 15 days. \*\*\*In addition to price volatility, lead times may be affected\*\*\*

# Full Hip Cantilever



*Full Hip Cantilever (click photo to see more examples)*

## **Pros:**

The Full Cantilever allows for more utilization in the center of the structure as well as the outside edges; offers fewer potential obstructions which make it great for seating/viewing areas; and it looks great. This option is also fantastic when underground obstructions are a concern as they only require two footings vs. four on the traditional four-post Hip. The cantilever is also great for going over fences or utilizing existing concrete pads. They can be joined side by side as well as back-to-back (excluding DSA models), which give them great versatility.

## **Cons:**

The Full Hip Cantilever offers great shade utility, however; the maximum standard size is 20'x30' with a maximum entry height of 15'. This makes the option limited in certain applications that require a larger span in both directions.

four-post hip



four-post hip joined



four-post hip joined quad



**NEW SIZE FOUR-POST HIP! | UPDATED ENTRY HEIGHT ON HIP STRUCTURES!**

mariner



joined mariner



quad mariner



**UPDATED ENTRY HEIGHT ON MARINERS!**

single full cantilever hip



single full cantilever hip joined



single tri-truss cantilever



single tri-truss cantilever joined



**UPDATED ENTRY HEIGHT ON CANTILEVERS!**

3-point sail and 3-point sail joined



4-point sail and 4-point sail joined



**UPDATED ENTRY HEIGHT ON SAILS!**

triangle



hexagon



single post pyramid



single post pyramid cantilever



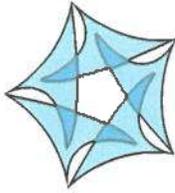
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**NEW PRODUCT!**

Contact a shade expert for DSA PC Model details at 800.307.4233 or visit [usa-shade.com](http://usa-shade.com)



# USASHADE & Fabric Structures.

Date:	9/29/21
Quote Number:	MAC210929-13
Customer ID:	
Valid Until:	10/14/21

Prepared for: Dan McAffiffa  
 Project Name: Eliot Elementary School  
 Email Address: dan.mcaffiffa@gilroyunified.org  
 Name of Company: Gilroy Unified School District  
 Project Address: 475 Old Gilroy St.  
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Prepared by: Michael Crossley  
 Phone number: 510.203.2245  
 Email Address: michael.crossley@usa-shade.com  
 Title: Regional Manager  
 Address: 927 Enterprise Way Suite A.  
 Napa, CA 94558

## DSA PC Structure Quote



Structure Type: Hexagon  
 Maximum Size (WxL): 40' Max  
 Maximum Entry Height: 15'  
 DSA PC Number: 04-119454  
 DSA Model Number: 05A60340-19

Quantity	Price	Total
1	\$ 23,245.00	\$ 23,245.00
	Installation	\$ 24,261.34
	Engineering	\$ 600.00
	Freight	\$ 1,517.04
	Tax	9.000% \$ 2,228.67
	Sub Total	\$ 49,624.38
	Total	\$ 51,859.05



Structure Type: Hexagon  
 Maximum Size (WxL): 60' Max  
 Maximum Entry Height: 15'  
 DSA PC Number: 04-119454  
 DSA Model Number: 05A60360-19

Quantity	Price	Total
1	\$ 42,608.82	\$ 42,608.82
	Installation	\$ 41,777.79
	Engineering	\$ 600.00
	Freight	\$ 4,468.86
	Tax	9.000% \$ 4,236.99
	Sub Total	\$ 89,455.47
	Total	\$ 93,692.46



Structure Type: Hex  
 Maximum Size (WxL): 30 x 40  
 Maximum Entry Height: 12'  
 DSA PC Number: 04-119454  
 DSA Model Number: 05A401304012-19

Quantity	Price	Total
1	\$ 17,141.32	\$ 17,141.32
	Installation	\$ 14,493.19
	Engineering	\$ 600.00
	Freight	\$ 1,610.65
	Tax	9.000% \$ 1,687.68
	Sub Total	\$ 39,856.56
	Total	\$ 41,544.23



Structure Type: Single\_Post\_Pyramid  
 Maximum Size (WxL): 14 x 14  
 Maximum Entry Height: 12'  
 DSA PC Number: 04-119455  
 DSA Model Number: 05A1031414-19

Quantity	Price	Total
1	\$ 7,414.58	\$ 7,414.58
	Installation	\$ 5,593.44
	Engineering	\$ 600.00
	Freight	\$ 1,013.09
	Tax	9.000% \$ 758.49
	Sub Total	\$ 19,117.85
	Total	\$ 19,876.14



Structure Type: Single\_Post\_Pyramid  
 Maximum Size (WxL): 20 x 20  
 Maximum Entry Height: 12'  
 DSA PC Number: 04-119454  
 DSA Model Number: 05A1032020-19

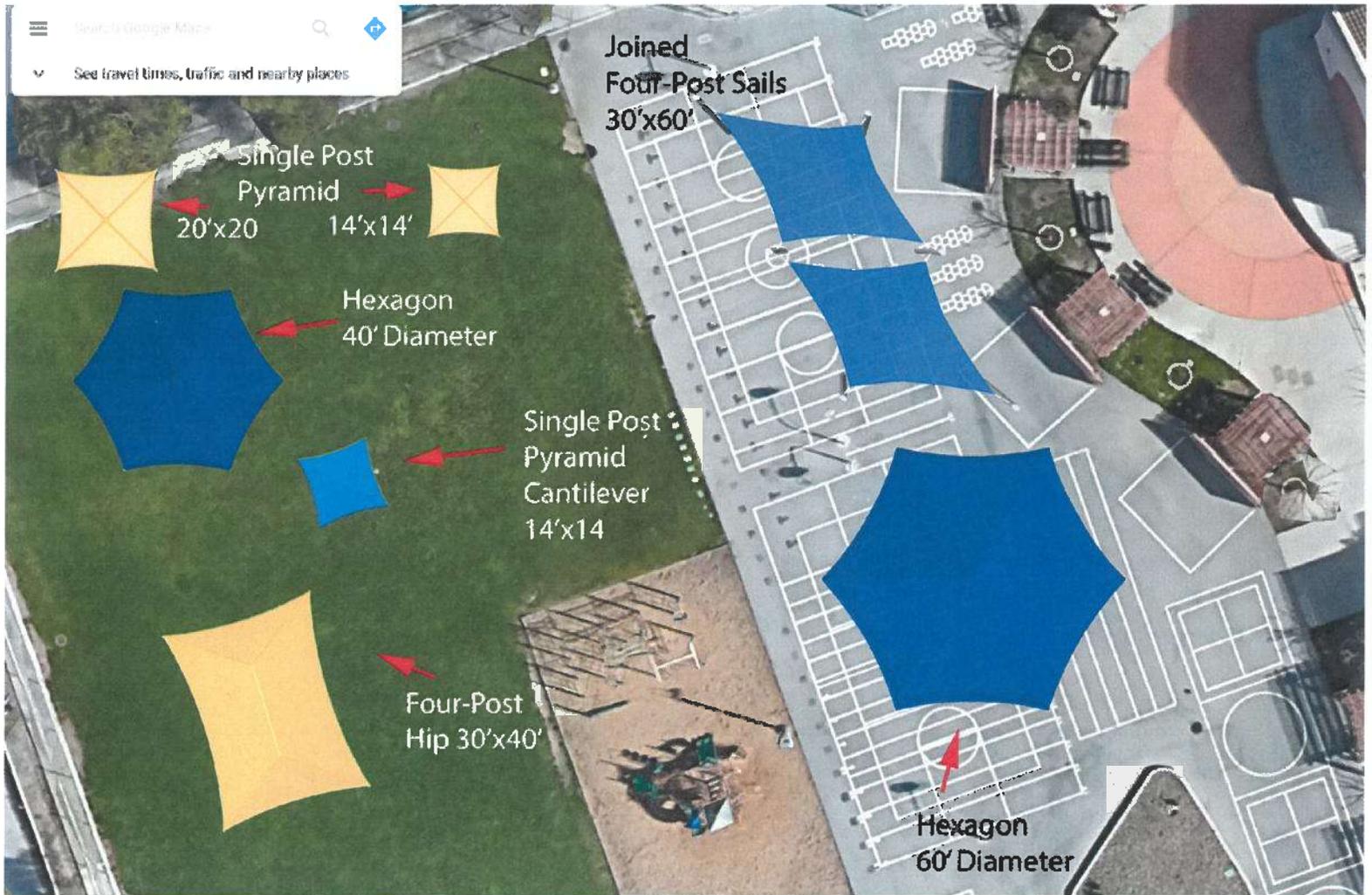
Quantity	Price	Total
1	\$ 10,130.46	\$ 10,130.46
	Installation	\$ 12,547.02
	Engineering	\$ 600.00
	Freight	\$ 1,428.68
	Tax	9.000% \$ 1,040.32
	Sub Total	\$ 24,706.16
	Total	\$ 25,746.49



Structure Type: Single\_Post\_Pyramid\_Cantilever  
 Maximum Size (WxL): 14 x 14  
 Maximum Entry Height: Entry Height  
 DSA PC Number: 04-119454  
 DSA Model Number: 05A1241414-19

Quantity	Price	Total
1	\$ 11,197.14	\$ 11,197.14
	Installation	\$ 12,654.56
	Engineering	\$ 600.00
	Freight	\$ 1,223.05
	Tax	9.000% \$ 1,117.82
	Sub Total	\$ 25,674.74
	Total	\$ 26,792.56

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# Hexagon Structure



*Hexagon (click photo to see more examples)*

## **Pros:**

The Hexagon Shade Structure is where style, utility, and budget meet. The structure is great for radial landscape design as the circular shape enhances the layout in the third dimension. Designers typically add these to a locational focal point, as they really stand out and look great as the center of attention. Due to the shape of the design, we can utilize the characteristics of the hexagon shape to span 60' across without having to massively increase column and footing size.

## **Cons:**

They're not suited for all applications. The extra columns make them a challenge in areas where utilities are a concern. They can also draw attention away from other points of interest at a location, so they are best suited as a showcase item.

# Four Post Hip Structure



*Four-Post Hip (click photo to see more examples)*

## **Pros:**

The Four-Post Hip is our most common structure. Standard options range from 10'x10' up to 40'x40' and can even span up to 60'x60'. When joining the structures (adding columns), they can span indefinitely, making them a very versatile solution when needing to maximize shade. Standard entry heights of up to 15' along with the spacious footprint make it great for covering larger gathering areas, multiple picnic tables and playground structures. The Four-Post Hip also provides the most value as the price per square foot is typically our most economical shade solution.

## **Cons:**

These are very popular and although they look good and offer great utility, they're not typically considered to be a showcase item. The four-post footprint can be a challenge when underground utilities are an issue as well on significantly sloped surfaces.

# Single Post Pyramid



*Single Post Pyramid (click photo to see more examples)*

## **Pros:**

The Single Post Pyramid allows for more utilization around the edges of the structure; offers fewer potential obstructions which make it great for certain play areas; and looks great when choosing smaller footprints. This option is also fantastic when underground obstructions are a concern as they only require one footing vs. four on the traditional four-post Hip.

## **Cons:**

The single post in the center can limit the shade footprint utility. Not the best solution when trying to add multiple picnic tables or other large outdoor furniture items.

# Single Post Pyramid Cantilever



*Single Post Pyramid Cantilever (click photo to see more examples)*

## **Pros:**

The Single Post Pyramid Cantilever allows for more utilization in the center of the structure as well as the outside edges; offers fewer potential obstructions which make it great for certain play areas; and looks great when choosing smaller footprints. This option is also fantastic when underground obstructions are a concern as they only require one footing vs. four on the traditional four-post Hip. The cantilever makes it great for going over fences or utilizing existing concrete pads.

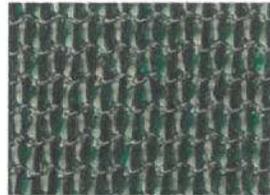
## **Cons:**

The Single Post Pyramid Cantilever offers the most shade utility, however; the maximum standard size is 20'x20' with a maximum entry height of 12'. This makes the option limited in certain applications that require a larger footprint.

# COLOURSHADE® FR FABRIC



**BLUE**  
SHADE 80%  
UV 85%



**GREEN**  
SHADE 80%  
UV 85%



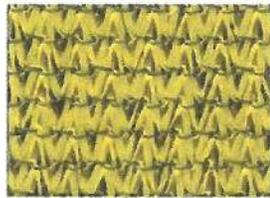
**RED**  
SHADE 80%  
UV 86%



**TERRACOTTA**  
SHADE 75%  
UV 82%



**DESERT SAND**  
SHADE 80%  
UV 92%



**YELLOW**  
SHADE 80%  
UV 89%



**SILVER**  
SHADE 80%  
UV 81%

Colourshade® fabrics carry a 10 year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of the Red fabric which carries a 3 year limited warranty.



**USASHADE**  
& Fabric Structures®

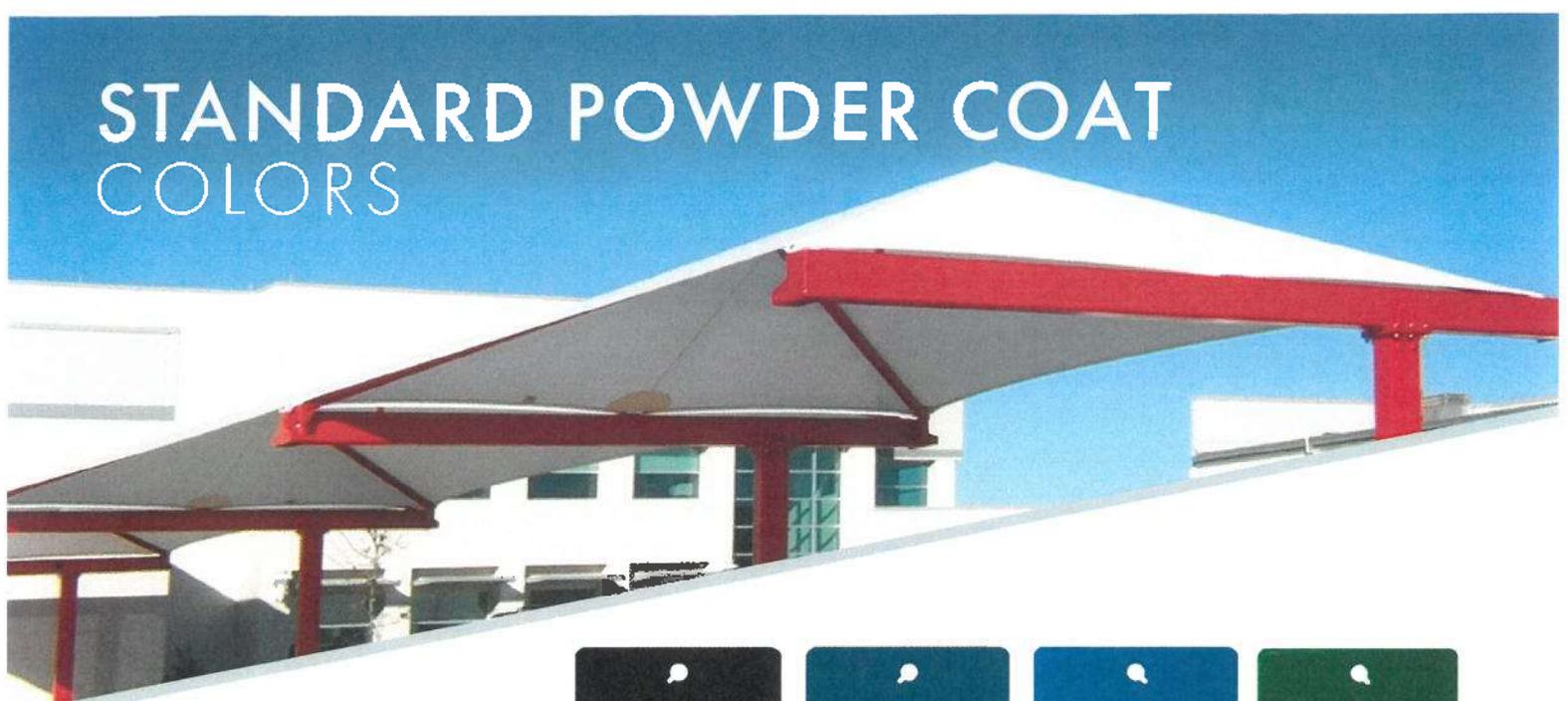
[www.usa-shade.com](http://www.usa-shade.com)

**Corporate Headquarters**  
DFW International Commerce Park  
2580 Esters Blvd, Suite 100  
DFW Airport, Texas 75261  
PH: 214.905.9500  
TF: 800.966.5005

**West Coast Office**  
PH: 714.427.6981

**Southeast Office**  
PH: 214.905.9500

# STANDARD POWDER COAT COLORS



**BLACK**  
115618BLK



**COBALT**  
115618C80



**BLUE**  
115618BLU



**FOREST GREEN**  
115618FRG



**RED**  
115618RED



**YELLOW**  
115618YLW



**DARK BROWN**  
115618DBW



**LIGHT IVORY**  
115893



**WHITE**  
115618WHT



**TELE-GRAY**  
115892

Powder coating provides maximum adhesion, UV protection and fade resistance. Available in a wide range of colors, this coating has higher surface hardness/scratch resistance than common liquid paints.

Powder coat colors may vary slightly based on the media of which flyer is printed out on or distributed as PDF.



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**Southeast Office**  
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## FLAME RETARDANT

### Fabric Registration

**LICENSE NUMBER: F-052001**

**COLOURSHADE 190/F5**

**Product Marketed by:**

**MULTIKNIT (PTY) LTD**

BOX 798 WHITE RIVER 1240

MPUMALANGA SOUTH AFRICA, ,

**Issue Date : 07/27/2021**

**Expiration Date : 06/30/2022**

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

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Issued By Vikkie Raby  
Fire Engineering License Manager  
Fire Engineering Division

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Reviewed and Approved By Patricia Setter  
Deputy State Fire Marshal III  
Fire Engineering Division

OFFICE OF THE STATE FIRE MARSHAL

Please visit [calfire.govmotus.org](http://calfire.govmotus.org) for more information on Licensing and Permitting with CAL FIRE

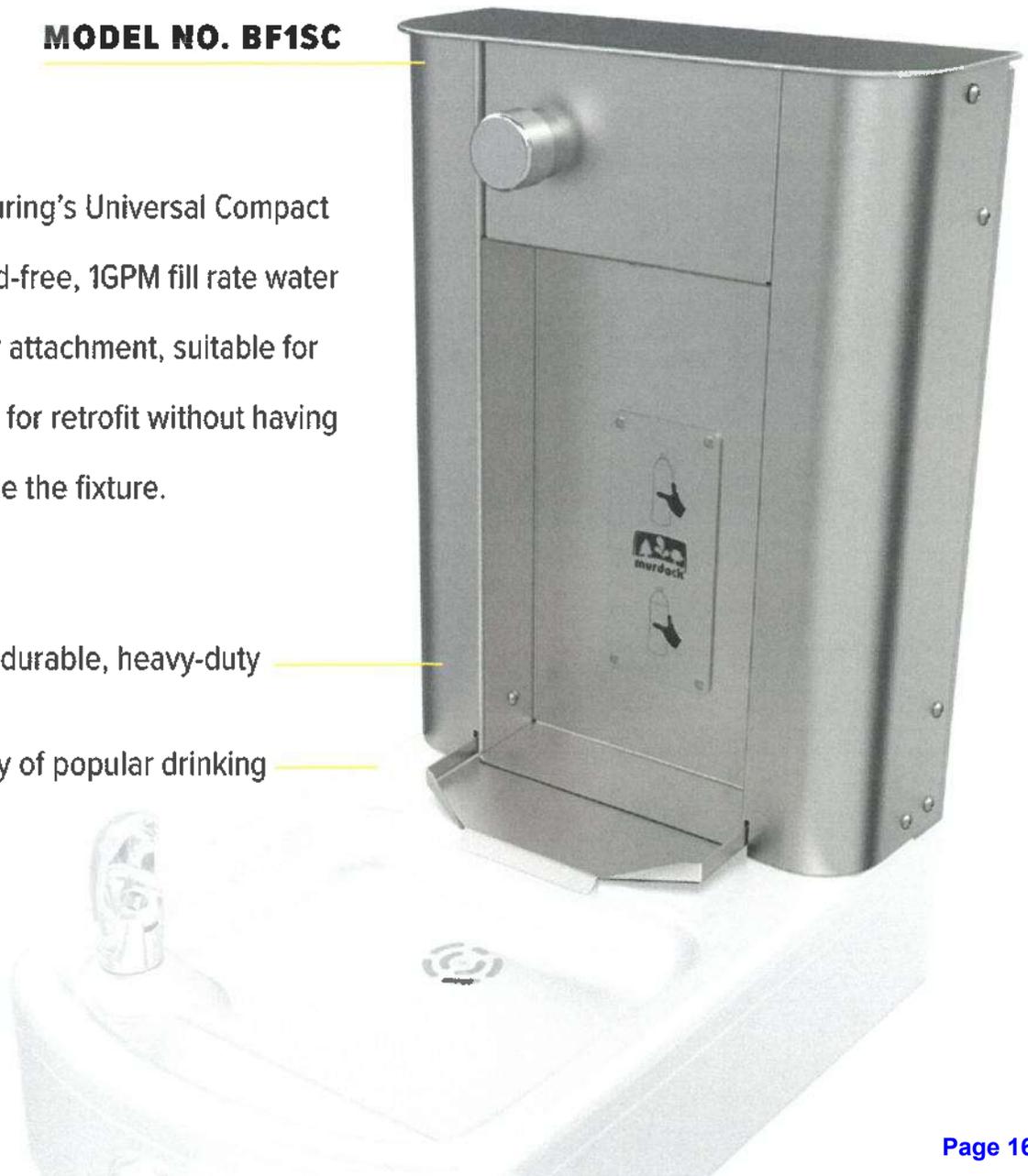
# MURDOCK UNIVERSAL COMPACT BOTTLE FILLER

MODEL NO. BF1SC AND BF2SC

## MODEL NO. BF1SC

Murdock Manufacturing's Universal Compact Bottle Filler is a lead-free, 1GPM fill rate water fountain bottle filler attachment, suitable for new installations or for retrofit without having to remove or replace the fixture.

- Constructed from durable, heavy-duty stainless steel
- Pairs with a variety of popular drinking fountain models



## **FEATURES AND BENEFITS:**

- Compact design, adjustable drain tray
- Laminar Flow Water supply eliminates splashing
- Pushbutton (BF1SC) or sensor (BF2SC) operation with battery or plug-in power supply
- Suitable for new installation or retrofit with several popular drinking fountain models

### **MODEL NO. BF2SC**



MEMBER OF



MORRIS GROUP  
INTERNATIONAL®

L1001489 1120

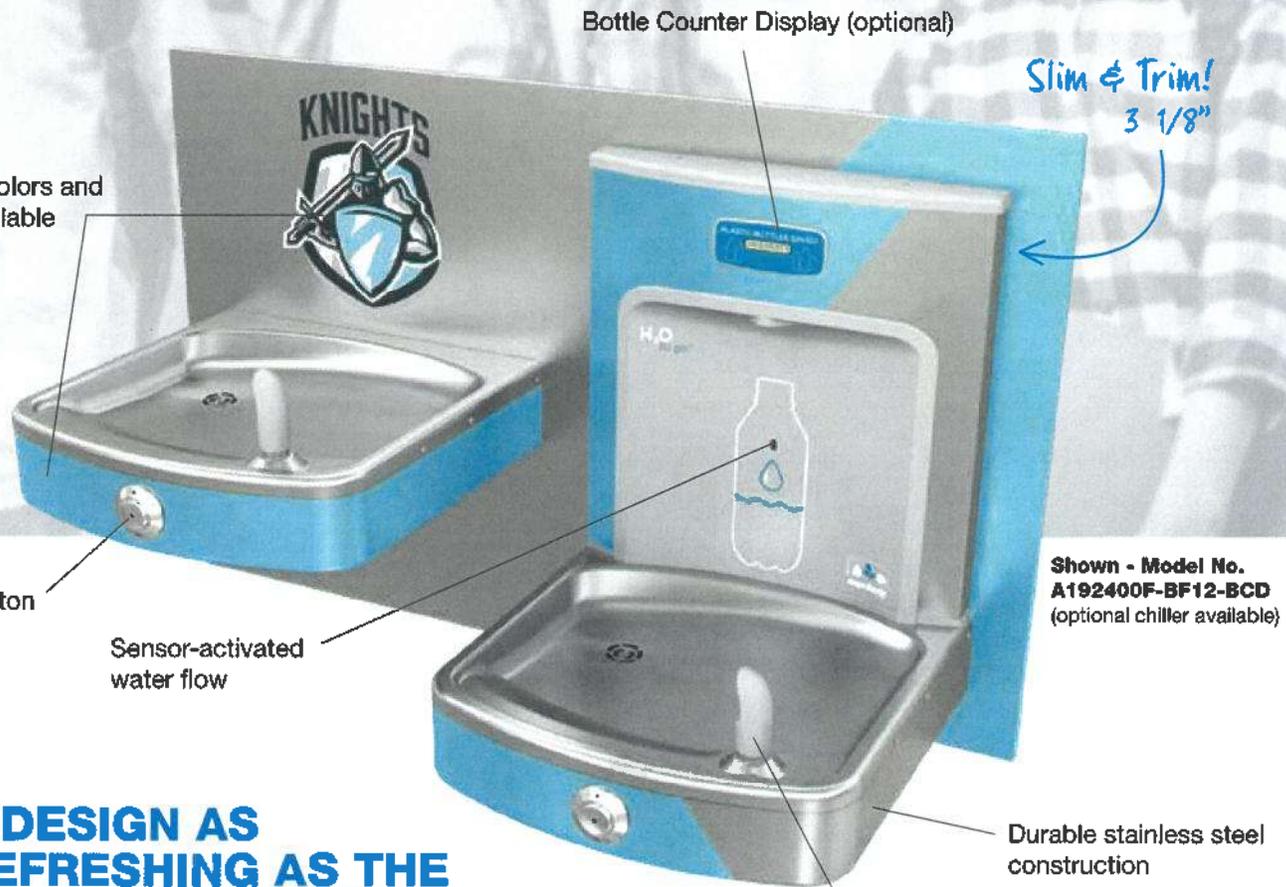
**murdock**  
SINCE 1853

**MURDOCK MANUFACTURING • MURDOCKMFG.COM**

**15125 PROCTOR AVENUE • CITY OF INDUSTRY, CA 91746 USA • (800) 453-7465**

# H<sub>2</sub>O to go!™

BI-LEVEL DRINKING FOUNTAIN & BOTTLE FILLER



Custom colors and logos available

Bottle Counter Display (optional)

Slim & Trim!  
3 1/8"

Push button

Sensor-activated water flow

Shown - Model No. A192400F-BF12-BCD (optional chiller available)

Durable stainless steel construction

Antimicrobial bubbler (optional stainless steel)

## A DESIGN AS REFRESHING AS THE WATER IT SERVES

- No-splash laminar flow provides quick 1 gpm flow rate
- Automatic LED lighting brightens when bottle is detected, (when Bottle Counter Display [BCD] is specified)
- Recessed bottle filler area
- Frontal push buttons require less than five pounds of force
- Grey trim allows for seamless components



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SINCE 1853  
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L1001413  
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# FactSheet April 2015

## Drinking Water Access in Schools

Access to free and safe tap water during school hours is vital to the health and learning of students. Children spend substantial time on school grounds, yet research shows that only one in four California schools are meeting the legal requirements for drinking water access as defined by state and federal policies.<sup>1</sup> Furthermore, many students are arriving at school already dehydrated due to the lack of proper water consumption at home.<sup>2</sup> It is critical that a reliable drinking supply is available and is promoted by school administration and staff as an important element of student health.

Adequate water consumption has been associated with a number of health benefits and stronger student achievement.<sup>3</sup> Slight dehydration can cause impaired cognitive performance, inattentiveness, short-term memory loss and diminished arithmetic abilities.<sup>4</sup> It is especially advantageous when substituted for sugar sweetened beverages (SSBs), such as soda and sports drinks, and can also minimize tooth decay and control weight gain.

Suggested water consumption for students <sup>5</sup>	
Age	Suggested Consumption
4 to 8	37-44 oz/day
9 to 13	44-57 oz/day
14 to 18	58-70 oz/day

*There is some controversy regarding the amount of water children should drink because of the level of water contained in consumed foods. Proper water consumption also depends on variations in gender, climate and level of physical activity. The above chart can be used as a general guideline.*

The importance of ensuring equitable access to free water becomes apparent when comparing the cost of bottled water with tap.<sup>6</sup> Families should not be

### Best Practice

Earlmarl School District Board of Trustees revised its wellness policy to illustrate a commitment to providing access to free, safe drinking water throughout the school day. The policy allows students to bring water into class, encourages staff to model drinking water behavior, requires regular testing and maintenance of water fountains and calls for the active promotion of drinking water throughout the district.<sup>10</sup>

required to purchase bottled water at their personal expense for economic reasons. Initial research illuminates the economic toll many are facing as they are forced to purchase increasing amounts of bottled water due to the ongoing drought or water contamination issues. Recently some families have had to spend as much as 10 percent of their income on bottled water. That exceeds the U.S. Environmental Protection Agency's affordability threshold of 1.5 percent.<sup>7</sup>

Policymakers began addressing the consumption of SSBs in school by enacting federal policy that restricts their sale. As a result, SSB consumption among children under the age of 12 decreased. However, consumption increased among adolescents (12-17), which already had the highest rates of SSB consumption.<sup>8</sup>

However, despite the push to limit access to SSBs, national data shows no significant increase in water consumption.<sup>9</sup> Legislation was passed to further promote drinking water with California Senate Bill 1413 (Leno) in 2010 and the federal Healthy, Hunger-Free Kids Act of 2010. Both require public schools to provide free and safe drinking water to students where food is served. Districts may opt out of the state requirement, but those not complying with federal statute risk losing federal meal funding.

## Current state of water infrastructure in schools

Traditional drinking fountains are still the primary water delivery system in schools today. However, many perceive fountains as old, unclean, unhealthy, and poorly maintained, which can deter students from using them.<sup>11</sup> It is important that schools maintain clean, appealing and palatable water in order to promote use among students. This may require the replacement or retrofitting of existing fountains. Providing disposable cups and/or reusable bottles may further promote water intake because some students still may not drink directly from a fountain.

## Water Quality

Water contamination can easily affect student health and school-wide perceptions about drinking water safety long after the incident of contamination. California schools have long battled water contamination issues, and ongoing drought conditions are likely to make matters worse. It is important for districts to conduct regularly scheduled water testing and equipment and aquifer maintenance to ensure water is safe for consumption. It is also important for districts drawing water from private wells to develop appropriate protocols to address water contamination. Experts encourage those drawing from wells to work with local municipal water agencies to connect with their infrastructure as a long-term solution.



**You can find free promotional drinking water flyers and posters by visiting the California Department of Public Health's *Rethink Your Drink* website.**

## How to promote greater water consumption

Districts must actively promote free water consumption among students, faculty and parent populations alike. Faculty and staff must actively encourage proper hydration practices both in the classroom and physical activity settings. Marketing materials—such as posters, fliers, informational mailers, promotional activities, and staff meetings—are key resources for persuading individuals about the benefits of water. It is also important to display culturally relevant promotional materials because minority students are less likely to drink water from the tap than other students. This is due to having



**It is important to develop and implement language in your district's wellness policy that ensures water maintenance, access and promotion**

a higher rate of negative perceptions about the safety and cleanliness of the water source, and it may contribute to greater disparities in health outcomes.<sup>12</sup>

Schools may also promote free drinking water by hosting taste tests or including curriculum about the impact of water on human health. Free curriculum, promotional materials and other important information can be found in the *'Tap into Health' Water Promotion Toolkit* listed in the resources section below. Districts may also opt to develop their own marketing materials.

## Developing excellent water access

Research conducted by Patel et al. (2014) identified five standards that must be met if a school wants to provide excellent drinking water access:

1. Guarantee water in four of five key locations (cafeteria, classroom, gym, high traffic common areas, outdoor play areas—including outdoor sports fields for participants and observers alike in visible locations),
2. Ensure one or more fountains for every 25 students,
3. Offer water delivery options other than traditional fountains (such as bottle-filling stations, pitchers, etc.),
4. Provide water that is safe, clean, cold and palatable,
5. Regularly maintain clean and functional water fountains.

## Board Actions

- » Promote the resources below to help district personnel plan and conduct drinking water related activities.
- » Direct staff to:
  - » Gather current district guidelines/protocols regarding fountain maintenance and water testing schedules.

- » Conduct drinking water filling station inventories at each school. Note the quality, number and age of drinking fixtures at each site.
- » Monitor drinking water access and habits during mealtimes and throughout other areas at each school.
- » Inventory the fountain-to-student ratios at each school.
- » Review available free promotional materials and curriculum for possible adoption.
- » Insure regular water fixture cleaning and quality auditing protocols are in place.
- » Review and revise your district's wellness policy to ensure it incorporates language and protocols about drinking water access, promotion and auditing for water quality/cleanliness.

## Questions to Ask

- » How might your district's wellness policy better promote drinking water quality, access and promotion?
- » What are your district's water quality testing protocols?
- » What is the water fountain-to-student ratio at each school site? What should be the district's standard?
- » How appealing are the drinking water delivery systems within your district?
- » Is the district currently utilizing any marketing materials to help promote drinking water?
- » Who are possible stakeholders within the district?

## Resources

- » [Operation: Hydration](#)
- » [Water Works Guide](#)
- » ['Tap into Health' Water Promotion Toolkit](#)
- » [California Food Policy Advocates' Water in Schools](#)

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# Gilroy Unified School District 2020-21 Modernization Eligibility Analysis



## 2020-21 Modernization Eligibility - Summary

School Site	Eligibility	State Share	District Share	Total
Brownell Academy	0	\$0	\$0	\$0
El Roble Elementary	20	\$272,788	\$181,859	\$454,647
Eliot Elementary	335	\$1,610,680	\$1,073,787	\$2,684,467
Gilroy Community Day	25	\$205,004	\$136,669	\$341,673
Gilroy High	460	\$3,119,559	\$2,079,706	\$5,199,265
MASCA El Portal (Gilroy Prep)	382	\$1,847,459	\$1,231,639	\$3,079,098
Glen View Elementary	261	\$1,526,328	\$1,017,552	\$2,543,880
Mt. Madonna Continuation High	234	\$1,189,890	\$793,260	\$1,983,150
Rod Kelley Elementary	671	\$3,226,168	\$2,150,779	\$5,376,947
Rucker Elementary	398	\$2,488,288	\$1,658,859	\$4,147,147
South Valley Middle	223	\$1,745,655	\$1,163,770	\$2,909,425
<b>TOTAL</b>	<b>3,009</b>	<b>\$ 17,231,819</b>	<b>\$ 11,487,879</b>	<b>\$ 28,719,698</b>

Sites not yet eligible for modernization funding are not listed on this summary table. See detailed tables for notes.

All funding estimates are based on January 27, 2021 SAB approved Grant Amounts:

	Base Grant	Over 50 Yr Old Grant
K-6:	\$4,808	\$6,680
7-8:	\$5,085	\$7,065
9-12:	\$6,658	\$9,248
Non-Severe SDC:	\$10,253	\$14,237
Severe SDC:	\$15,325	\$21,291

