



**FACILITIES SUBCOMMITTEE MEETING**  
 Gilroy Unified School District – via Zoom teleconference  
 9 a.m. Friday, Jan. 14, 2021

1.

ITEM	PAGE #
<b>Time certain, 9 a.m.:</b> Nate Smith-Ide and Kevin from SPURR (follow-up on solar discussion)	
A. Approval of minutes: Dec. 10, 2021	1

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Renewal of plotter lease	M&O office	E-Arc	\$4,500	Measure E	3
B. Speed limiters for playground equipment	Rod Kelley ES & El Roble ES	SPEC	\$5,545.10	RRM	12
C. Topo survey of playground	Luigi Aprea ES	RJA	\$4,100	General Fund	16
D. Geotechnical inspections	Luigi Aprea ES	Earth Systems	\$12,435	General Fund	20
E. Contractor application processing fee	N/A	Colbi Tech Inc.	\$10,000	Measure E	32
F. CEQA oversight for playground installation	Luigi Aprea ES	School Site Solutions, Inc.	\$7,500	General Fund	33

**3. MAINTENANCE (DAN MCAULIFFE)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Portable building animal exclusion work	Gilroy HS	Animal Damage Management	\$13,895	RRM	39
B. Additional intercom exterior speaker	Luigi Aprea ES	Johnson Electronics	\$2,249	RRM	51
C. Pool water chemical controllers	Christopher HS	Knorr Systems **Expecting 2 other quotes	\$42,070.15	RRM	53
D. Slat fence replacement for kindergarten area	Eliot ES	Architectural Systems, Inc.	\$6,430 *Option for slat upgrade +\$926.00	RRM	58

E. Additional fencing and improvements	Swanston Preschool	Architectural Systems, Inc.	<i>Front/Street only \$5,798</i> <i>*Option to add side area</i> <i>+\$4,361.00</i>	RRM	61
F. Additional fencing and gates	Christopher HS	Architectural Systems, Inc	\$58,602	Christopher HS site funds and RRM	67
G. Locker door replacements and repair parts for boys and girls lockers	Christopher HS	Shiffler Equipment Sales	\$10,074.42	RRM	69

#### OTHER PROJECTS/FACILITY ISSUES AT SITES

SITES		
ANTONIO DEL BUONO ES	BROWNELL MS	CHRISTOPHER HS
ELIOT ES	SOLORSANO MS	GECA
EL ROBLE ES	SOUTH VALLEY MS	GILROY HS
GLEN VIEW ES		MT. MADONNA HS
LAS ANIMAS ES		
LUIGI APREA ES	DISTRICT OFFICE	
ROD KELLEY ES		
RUCKER ES		

**NEXT MEETING:** 9 A.M. FRIDAY, Feb. 4, 2021



# FACILITIES SUBCOMMITTEE MEETING

MINUTES FROM DEC. 10, 2021

## Present

Debbie Flores  
Mark Good  
Dan McAuliffe

Alvaro Meza  
Paul Nadeau  
Anna O'Connor

James Pace  
Aurelio Rodriguez

Meeting called to order: 9:01 a.m.

1.

ITEM
A. Approval of minutes: Nov. 19, 2021
<ul style="list-style-type: none"> <li>Mark first moved to approve. Dr. Flores seconded.</li> <li>All approved</li> </ul>

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Architectural proposal for playground	Luigi ES	Aedis	\$91,876	General Fund
<b>MINUTES</b> <ul style="list-style-type: none"> <li>Paul will put together an explanation for Dr. Flores' Sunday report about why this part of the project costs more than \$90K and outline the full scope of the project.</li> <li>This project will require oversight from the Division of the State Architect (DSA).</li> <li>The overall budget for \$900K for this project.</li> <li>Dr. Flores: This playground installation is more complicated than the recently installation of playgrounds. Those were put in in existing playground space. This is playground is being created, from scratch in a different part of the campus.</li> <li>Mark requests as many details as possible for the board to show the full scope of the project.</li> <li>Alvaro and Paul met with Gary Heap, of the City of Gilroy, to share the plans.</li> <li>The plan is to bring this to the board in the second meeting in January.</li> <li>Next steps: Paul will submit report to Dr. Flores for the board, including as many details of project as possible and a timeline.</li> </ul>				
B. 2022 FSC meeting dates <b>INFORMATION ONLY</b>	N/A	N/A	N/A	N/A
<b>MINUTES</b> <ul style="list-style-type: none"> <li>These are the proposed meeting dates for the 2022.</li> <li>Dr. Flores would like to include regular visits to South Valley MS.</li> </ul>				

### 3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Remove elevated dirt area at playground	Glen View ES	EF&S Concrete	\$9,500	RRM
<b>MINUTES</b> <ul style="list-style-type: none"><li>This is an area that is bounded by concrete edging. It is a trip hazard that should be removed. The curb will be removed and the elevated area will be graded to the same level of the rest of the grass field.</li><li>This was the area that was being considered for a garden at one time.</li><li>Next steps: This will go to the board for approval.</li></ul>				
B. Installation of wheel stops in parking lot	Mt. Madonna HS	EF&S Concrete	\$6,100	RRM
<b>MINUTES</b> <ul style="list-style-type: none"><li>Vehicles have been gathering here on the weekends to spin out and speed through the area.</li><li>These wheel stops would be the least expensive option to help deter this behavior. Speed bumps would be another option but they are about three times the cost of wheel stops.</li><li>Next steps: This will go to the board for approval.</li></ul>				
C. Tennis court resurfacing	Gilroy HS	DRYCO	\$96,406	RRM
D. Tennis court resurfacing	Christopher HS	DRYCO	\$66,778	RRM
<b>MINUTES</b> <ul style="list-style-type: none"><li>This bid was the only one received before this meeting. Two more bids are expected.</li><li>These courts are frequently used at both schools. Christopher HS also has a lot of issues with birds in the area, which may lead to proposals for dealing with the animals in the future.</li><li>Gilroy HS has resurfaced before but it's been more than 10 years. This is not the extensive overall this site proposed earlier this year but this option will extend the life of the court for several years.</li><li>Mark: Are any outside groups involved in maintaining these courts, as they have in the past?<ul style="list-style-type: none"><li>Outside groups have not been renting the courts through Facilitron. The majority of use is by students.</li></ul></li><li>Next steps: The lowest will go to the board for approval.</li></ul>				

**Meeting adjourned: 9:23 a.m.**

**NEXT MEETING:** Friday, Jan. 14, 2022





# On-Site Services Agreement

Agreement ID: 249-2853-R

This On-Site Services Agreement (together with the attached Order Form and Terms and Conditions, the "Agreement") is between:

**Company**

ARC Document Solutions, LLC  
12657 Alcosta Blvd., Suite 200  
San Ramon, CA 94583  
(925) 949-5100  
Account Exec Name: Jeriel Aguilar  
Account Exec Email: Jeriel.aguilar@e-arc.com

**Client**

Gilroy Unified School District ("Client")  
220 Swanson Lane  
Gilroy, CA 95020  
Contact Name: Paul Nadeau  
Contact Email: paul.nadeau@gilroyunified.org  
Contact Phone: (408) 807-1346

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## Order Form

Effective Date: 1/10/2022  
Term: 12 Months

ARC will provide the equipment, software, and/or services in the sections and at the rates specified below. The Term of this Agreement shall commence on the Effective Date. Thereafter, the Term of this Agreement shall be automatically renewed for additional twelve (12) month periods unless otherwise terminated by either party, in accordance with the Agreement.

## Equipment (Place)

Quantity	Equipment	Monthly Unit Base Price	Monthly Total Base Price
1	OCE PlotWave 360 SN: 330808342	\$250.00	\$250.00

## On-Site Service Rates

Service	Unit of Measurement	Price
Large Format Plotting	SqFt	\$0.1250

NOTE: Large Format Media Rates Include Ink/Toner, Service & up to 20# Bond Rolls ("Standard Consumables"); Installation, Standard Delivery, & Training charges are included unless otherwise specified. One free delivery of media and supplies per month. Subsequent orders of included supplies will incur a delivery charge.

## Client Location Where Equipment Will Reside

Address	City	State	Zip Code	Country
220 Swanson Lane	Gilroy	CA	95020	United States

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# Terms and Conditions

1. **On-Site Services.** On-Site Services shall include the following:

A. **Equipment.**

- i. ARC will manage the assigned print equipment, listed above ("Equipment"), operating at designated Client Locations.
- ii. ARC will be responsible for parts and labor associated with the installation, management and operation of such Equipment.
- iii. Per the terms of Section 7.C below, ARC will, in conjunction with Client, mutually agree as to which equipment of Client will transition to this Agreement and the timing thereof, as well as the Client equipment to be discarded.
- iv. Client, at its own expense, shall obtain and maintain in full force and effect, without interruption during the Term of the Agreement, insurance for the Equipment for its full replacement value against all types of loss, damage, theft or casualty, including theft, fire, flood and earthquake coverage, and Client shall be responsible for any repair or replacement of the Equipment during the Term made necessary by Client's act or omission, or by any misuse or abuse of the Equipment.
- v. Relocation of Equipment within an existing Client Location shall be as mutually agreed. 1.A.ii above notwithstanding, Client agrees to cover costs associated with Equipment relocation within a Client Location or due to relocation of Client offices and that such Equipment relocation will be managed by ARC. Relocation and software re-installation shall be assessed at an hourly rate not to exceed \$195.00 per hour.

B. **Supplies and Software.**

- i. ARC will provide the Standard Consumables reflected above for the Equipment.
- ii. ARC will provide data collection agent (DCA) software for the purposes of monitoring equipment status and consumables.
- iii. If applicable, and at the Rates listed above, ARC will provide software for document print tracking by Client project number for reimbursement and cost-tracking purposes.

2. **Hours of Availability.** On-Site Service support will be available from 8:00 am to 5:00 pm Monday through Friday, based upon the local time of each Client Location and excluding any national holidays observed by ARC. Any requests for On-Site Services not included in the foregoing may be subject to Client overtime charges at the Rates listed above.

3. **Rates & Taxes.** ARC agrees to guarantee Rates shown above for the first year of this Agreement. Thereafter, ARC reserves the right to adjust Rates. All prices and charges are exclusive of all taxes, which will be billed to and paid for by Client.

4. **Billing.** Billing will be provided by ARC once per month based on meter. Any meter/tracking data difference will be charged/credited to Client's overhead account. If required, third-party invoices will be provided to Client at reimbursable rates. Special billing reports and requirements beyond ARC's standard billing statement, project invoices and data backup are available upon request for an additional fee.

5. **Payment.** Payment will be due within thirty (30) calendar days of the date of each invoice at the address listed on the invoice. Any outstanding payments which become past due will be subject to a monthly finance charge of two percent (2.0%) of the outstanding account balance. All returned checks will be assessed a fee of \$50.00 per item.

6. **Termination.** This Agreement may be terminated ("Terminated") prior to the expiration of the then-current Term as follows:

- A. **Termination for Performance or Material Breach.** This Agreement may be terminated if one party breaches its obligations under this Agreement (the "Breaching Party"), and such breach is not cured, or capable of being cured, by the Breaching Party within forty-five (45) days of the written notice of breach;
- B. **Termination for Convenience.** Customer may also terminate this Agreement for convenience. In the event of such termination, Customer shall provide ARC a ninety (90) day written advance notice and shall act in good faith to negotiate a settlement with ARC to provide relief for the investment made in Customer's business. Such settlement shall include ARC's investment made in the Customer's business which shall consist of the pro-rated value of the machines installed, software and any other startup costs that have been depreciated over the life of the agreement.
- C. **Bankruptcy/Insolvency.** Either party may terminate this Agreement, if the other party becomes insolvent or admits its inability to pay its debts as they become due; becomes subject, voluntarily or involuntarily, to any bankruptcy proceeding, which is not discharged within thirty (30) days; or has a receiver, trustee or custodian appointed by order of any court of competent jurisdiction to take charge of any material portion of its property or business.
- D. **Failure to Pay.** Section 6.A above notwithstanding, ARC shall have the right to terminate this Agreement if Client fails to make timely payment of any amount due hereunder, and default continues for a period of ten (10) days after written notice of such default to Client. Upon Termination, ARC will take immediate possession of the Equipment, Software and Standard Consumables.

7. **Equipment Ownership, Existing Suppliers and Lease Assignment.**

- A. **Equipment Ownership.** During the term of this Agreement, the Equipment, Software and Standard Consumables shall remain the sole property of ARC. Client agrees not to assert any lien, claim or interest in any of the foregoing. ARC, at its sole discretion working in good faith with the Client, will ensure printing needs are appropriate per office and will add or remove equipment based upon the Client's changing printing needs. Such removal, upgrade or replacement will not result in a reduction of the Services.
- B. **Existing Suppliers.** If Applicable, Client agrees to transition its existing suppliers of Services within a thirty-day (30) day period from the Effective Date, without breaching any agreements between such existing suppliers and Client.
- C. **Lease Assignment.** If applicable, Client will make best efforts to assign, cancel or otherwise transfer to ARC (a) existing Client-owned equipment, and (b) equipment leased or rented from non-ARC service providers, except where prohibited by law or by agreement; provided, however, that the terms of any such agreement(s) are satisfactory to ARC, in its sole discretion. At the onset of this Agreement, Client authorizes ARC to negotiate on behalf of Client and set the terms for the transition of ownership, and/or the assignment of financial responsibility to the existing print-related equipment operated by Client.

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8. **Representations and Warranties.** ARC represents and warrants that the Services will be provided in a workmanlike and professional manner, and in a manner consistent with the terms of this Agreement. The express warranty set forth in this Section is a limited warranty and is the only warranty made by ARC. No advice or information, whether oral or written, provided by ARC or any ARC-authorized representative shall create any additional warranties beyond this limited express warranty stated in this Section.
9. **Confidentiality.**
- A. Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party ("Confidential Information"). Both parties agree to use the Confidential Information only as necessary to fulfill their respective obligations under this Agreement and agree to hold such Confidential Information in confidence. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information.
- B. Client agrees that all Confidential Information used, or created, by ARC to provide the Services shall be and remain the property of ARC, including without limitation proprietary software, accounting and tracking systems, pricing, forms, reports, and other like material used to provide the Services.
10. **Relationship of the Parties.** Client and ARC are and at all times shall be and remain independent contractors as to each other. At no time shall either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship shall be created or implied by virtue of this Agreement. Subject to Sections 11 and 12, each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.
11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
12. **Subcontractors and Assignment.** ARC may subcontract the provision of the Services, or any part thereof, including technical support, to subcontractors selected by ARC. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without ARC's prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Client (regardless of whether Client is a surviving or disappearing entity) will be deemed to be a transfer of rights or obligations under this Agreement for which ARC's prior written consent is required. No delegation or other transfer will relieve Client of any of its obligations under this Agreement. Any purported assignment, delegation or transfer in violation of this provision is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
13. **Force Majeure.** Neither party is responsible for failure to fulfill any non-monetary obligations due to events or causes beyond its control.
14. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal claim, suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
15. **Attorneys' Fees and Costs; Waiver of Jury.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action. To the maximum extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.
16. **Notices.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid.
17. **No Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. **Complete Agreement.** This Agreement, including all exhibits and addenda hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, proposals or representations and warranties, written or oral, concerning its subject matter.
19. **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
20. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
21. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
22. **Authority.** The individuals executing this Agreement on behalf of each party individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.
23. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original copy of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates specified below:

**"ARC"**  
ARC Document Solutions, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"CLIENT"**  
Gilroy Unified School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





# Sale With Service & Supply Agreement

Agreement ID: 249-2853-R

This Sale With Service & Supply Agreement (together with the attached Order Form and Terms and Conditions, the "Agreement") is between:

**Company**

ARC Document Solutions, LLC  
12657 Alcosta Blvd., Suite 200  
San Ramon, CA 94583  
(925) 949-5100  
Account Exec Name: Jeriel Aguilar  
Account Exec Email: Jeriel.aguilar@e-arc.com

**Client**

Gilroy Unified School District ("Client")  
220 Swanson Lane  
Gilroy, CA 95020  
Contact Name: Paul Nadeau  
Contact Email: paul.nadeau@gilroyunified.org  
Contact Phone: (408) 807-1346

## Order Form

Effective Date: 1/10/2022  
Term: 12 Months

ARC will provide the services and/or supplies in the sections and at the rates specified below. The Term of this Agreement shall commence on the Effective Date. Thereafter, the Term of this Agreement shall be automatically renewed for additional twelve (12) month periods unless otherwise terminated by either party, as provided herein.

## Equipment (Place)

Quantity	Equipment	Monthly Unit Base Price	Monthly Total Base Price
1	OCE PlotWave 360 SN: 330808342	\$175.00	\$175.00

## On-Site Service Rates

Service	Unit of Measurement	Price
Large Format Plotting	SqFt	\$0.1250

NOTE: Large Format Media Rates Include Ink/Toner, Service & up to 20# Bond Rolls ("Standard Consumables"); Installation, Standard Delivery, & Training charges are included unless otherwise specified. One free delivery of media and supplies per month. Subsequent orders of included supplies will incur a delivery charge.

NOTE: Rates are all-inclusive as defined in the Terms and Conditions below. Rent-to-Own option to pay \$519.71 monthly for 12 months. At the end of the 12 month term, Gilroy USD will own the OCE PW360 SN: 330808342.

## One-Time Charges

Quantity	Service	Unit Price	Total Price
1	Equipment Purchase Price	\$6,236.56	\$6,236.56

## Client Location Where Equipment Will Reside

Address	City	State	Zip Code	Country
220 Swanson Lane	Gilroy	CA	95020	United States

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# Terms and Conditions

1. **On-Site Services.** On-Site Services shall include the following:

A. **Equipment.**

- i. ARC will service the assigned print equipment, listed above ("Equipment"), operating at designated Client Locations.
- ii. ARC will be responsible for parts and labor associated with the installation, management and operation of such Equipment.
- iii. Relocation of Equipment within an existing Client Location shall be as mutually agreed. 1.A.ii above notwithstanding, Client agrees to cover costs associated with Equipment relocation within a Client Location or due to relocation of Client offices and that such Equipment relocation will be managed by ARC. Relocation and software re-installation fees shall be assessed at the hourly rate specified above. If client chooses to relocate Equipment without contracting ARC, and damages to the equipment will be client's responsibility.

B. **Supplies and Software.**

- i. ARC will provide the Standard Consumables reflected above for the Equipment.

ii. **C. Options**

- iii. If applicable, ARC will provide data collection agent ("DCA") software for the purposes of monitoring equipment status and consumables.
- iv. If applicable, and at the Rates listed above, ARC will provide software for document print tracking by Client project number for reimbursement and cost-tracking purposes.

2. **Hours of Availability.** On-Site Service support will be available from 8:00 am to 5:00 pm Monday through Friday, based upon the local time of each Client Location and excluding any national holidays observed by ARC. Any requests for On-Site Services not included in the foregoing may be subject to Client overtime charges at the Rates listed above.

3. **Rates & Taxes.** ARC agrees to guarantee Rates shown above for the first year of this Agreement. Thereafter, ARC reserves the right to adjust Rates. All prices and charges are exclusive of all taxes and transportation charges, which will be billed to and paid for by Client.

4. **Payment.** Payment will be due within thirty (30) calendar days of the date of each invoice at the address listed on the invoice. Any outstanding payments which become past due will be subject to a monthly finance charge of two percent (2.0%) of the outstanding account balance. All returned checks will be assessed a fee of \$50.00 per item.

5. **Termination.** This Agreement may be terminated by either party for convenience by providing the other party with a (90) day prior written notice.

6. **Equipment Ownership, Existing Suppliers and Lease Assignment.** Client agrees to transition its existing suppliers of Services within a thirty day (30) day period from the Effective Date, without breaching any agreements between such existing suppliers and Client.

7. **Representations and Warranties.** ARC represents and warrants that the Services will be provided in a workmanlike and professional manner, and in a manner consistent with the terms of this Agreement. The express warranty set forth in this Section is a limited warranty and is the only warranty made by ARC. No advice or information, whether oral or written, provided by ARC or any ARC-authorized representative shall create any additional warranties beyond this limited express warranty stated in this Section. Service provided by this agreement does not include repair to damage caused by abuse, accident, fire, water, willful damage, forces of nature, or due to accidental or willful misuse.

8. **Non-Solicitation.** During the Term of the Agreement and for an additional 18 months following the expiration or Termination of this Agreement, Client will not, without prior written consent of ARC and payment of remuneration acceptable to ARC, directly or indirectly, (i) induce or attempt to induce any employee or independent contractor of ARC to leave their employment or contractual relationship with ARC, or in any way interfere with the relationship between ARC and any employee or independent contractor, (ii) hire any person who is, or at the time of expiration or Termination of this Agreement was, an employee of ARC, or (iii) induce or attempt to induce any customer, supplier or other business relation of ARC to cease doing business with ARC, or in any way interfere with the relationship between any such customer, supplier or business relation and ARC (including, without limitation, making any disparaging statements or communications about ARC).

9. **Confidentiality.**

- A. Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party ("Confidential Information"). Both parties agree to use the Confidential Information only as necessary to fulfill their respective obligations under this Agreement and agree to hold such Confidential Information in confidence. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information.
- B. Client agrees that all Confidential Information used, or created, by ARC to provide the Services shall be and remain the property of ARC, including without limitation proprietary software, accounting and tracking systems, pricing, forms, reports, and other like material used to provide the Services.

10. **Relationship of the Parties.** Client and ARC are and at all times shall be and remain independent contractors as to each other.

11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12. **Subcontractors and Assignment.** ARC may subcontract the provision of the Services, or any part thereof, including technical support, to subcontractors selected by ARC. Client shall not assign or transfer otherwise any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement.

13. **Force Majeure.** Neither party is responsible for failure to fulfill any non-monetary obligations due to events or causes beyond its control.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.



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15. **Attorneys' Fees and Costs; Waiver of Jury.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action. To the maximum extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.
16. **Notices.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid.
17. **Complete Agreement.** This Agreement, including all exhibits and addenda hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, proposals or representations and warranties, written or oral, concerning its subject matter.
18. **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
19. **Authority.** The individuals executing this Agreement on behalf of each party individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.
20. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates specified below:

**"ARC"**

ARC Document Solutions, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"CLIENT"**

Gilroy Unified School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Specified Play Equipment Co.**

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

**ADDRESS**

Marissa Van Patten  
 Gilroy Unified School District  
 7810 Arroyo Circle,  
 Gilroy, CA 95020

**SHIP TO**

Marissa Van Patten  
 Gilroy Unified School District  
 7810 Arroyo Circle,  
 Gilroy, CA 95020

**Estimate 2290****DATE** 12/10/2021**EXPIRATION DATE** 01/07/2022**TRACKING NO.**

El Roble ES Speed limiter

**CSLB#** 1050307

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**DIR#** 1000064237

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ACTIVITY	QTY	RATE	AMOUNT
PARTS AND LABOR TO ADD A SPEED LIMITER TO THE SPINETIC SPINNER			
<b>BCI Burke Equipment</b> #049-1760 - Speed Limiter #036-1513 - Hardware Package	1	1,617.00	1,617.00T
<b>Installation Service</b> Complete disassembly of Spinetic with addition of Speed limiter, and re-assembly per Burke specifications	1	900.00	900.00
<b>Freight</b> Freight and packaging	1	108.00	108.00

**PLEASE NOTE:**

-Lead time estimated at 4-6 weeks  
 -Permits, Bonding, and engineered drawings not included.  
 -Surfacing not included.  
 -Due to volatility in steel and shipping costs, quote is valid for 30 days.

By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to

**SUBTOTAL**  
**TAX**

2,625.00  
 147.55

Please write checks to  
 Specified Play Equipment Co (SPECPlay)  
 121 #1 Industrial Road  
 Belmont, CA 94002

conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment

TOTAL	\$2,772.55
-------	------------

Accepted By

Accepted Date

Please write checks to  
Specified Play Equipment Co (SPECPlay)  
121 #1 Industrial Road  
Belmont, CA 94002

**Specified Play Equipment Co.**

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

**ADDRESS**

Marissa Van Patten  
Gilroy Unified School District  
7810 Arroyo Circle,  
Gilroy, CA 95020

**SHIP TO**

Marissa Van Patten  
Gilroy Unified School District  
7810 Arroyo Circle,  
Gilroy, CA 95020

**Estimate 2290****DATE 12/10/2021****EXPIRATION DATE 01/07/2022****TRACKING NO.**

El Roble ES Speed limiter

**CSLB# 1050307**

-

**DIR# 1000064237**

-

ACTIVITY	QTY	RATE	AMOUNT
PARTS AND LABOR TO ADD A SPEED LIMITER TO THE SPINETIC SPINNER			
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**PLEASE NOTE:**

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-Permits, Bonding, and engineered drawings not included.  
-Surfacing not included.  
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**SUBTOTAL**

2,625.00

**TAX**

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TOTAL	\$2,772.55
-------	------------

Accepted By

Accepted Date

Please write checks to  
Specified Play Equipment Co (SPECPlay)  
121 #1 Industrial Road  
Belmont, CA 94002

**WORK ORDER NO. 1**

**Client:** Gilroy Unified School District  
220 Swanston Ln  
Gilroy, CA 95020  
**Attn.: Marissa VanPatten**  
**Phone #:** (408) 612-2720

**Date:** January 5, 2022

**Job #:** Proposal      **P/T: 10.D**

**Job Name:** Luigi Aprea Elementary School  
Survey - Gilroy

**Description of Scope of Work: D. Supplemental/Topo Survey**

At Client's request, Consultant will field locate existing monuments along Calle Del Rey to tie in the property line shared between Luigi Aprea Elementary School and Del Rey Park (GUSD parcel line). Consultant will provide base mapping to tie in the existing lotline, provide supplemental ground survey and data reduction within the project boundary and office support to obtain horizontal and vertical locations of selected visible aboveground features along the south boundary and existing fencing surrounding the proposed enclosed playground area as shown in Exhibit A.

Fee is for up to eight (8) hours of 2-Person Field Crew labor, and up to eight (8) hours of office labor for data reduction. Labor in excess of this will be considered "additional services"/"extra work" and be billed on a Time and Expense basis per the attached Rate and Expense Schedule.

**Fee for Services:** \$4,100

**Conditions:** Expenses shall be reimbursed in addition to the Fees for Services in accordance with the attached Rate and Expense Schedule. At the end of June each year, the rates and remaining fees for all services shall be increased proportionately to the increase in costs incurred by Consultant for labor and expenses. Invoices will be rendered monthly for the work done in the preceding month and will be due and payable upon receipt. All accounts not paid within thirty (30) days after date of invoice will bear a FINANCE CHARGE OF 1.5% per month, or the legal rate of interest, whichever is less, on the unpaid balance until paid in full. In the event any action is brought pursuant to this agreement concerning any amounts due hereunder, the prevailing party shall be reimbursed for all litigation and collection expenses, including but not limited to reasonable attorney's fees.

All work performed shall be in accordance with generally accepted standards of professional practice. All tracings, survey notes, and other original documents shall be the property of Consultant, except where by law or precedent these documents become public property.

The Client agrees to limit the liability of Consultant, its principals, employees and their sub consultants, to the Client and to all contractors and subcontractors on this project, for any claim or action arising in tort, contract or strict liability, such that the total aggregate liability of Consultant to all those named shall not exceed \$500,000 or the amount of the Fee for Services, whichever is less.

Either party may terminate this agreement if the other party is in material breach of the provisions of this agreement. In addition, either party may terminate the agreement for its convenience and without cause by giving 15 days written notice to the other party. In the event of any termination, Client shall pay Consultant for all services rendered, in accordance with this Work Order.

Attachments: RJA Rate and Expense Schedule, Exhibit A

Page 1 of 3

  
Initial RJA

\_\_\_\_\_  
Initial Client



**Notice of Licensure:** As of the date of this Agreement, RJA's Gilroy office employs the following individuals licensed by the State of California (RCE unless otherwise noted): Arminta J. Jensen, #42321; James W. Schul, #49688; Leopoldo Trujillo, #63950; Paul C. Patton, #66271; Jamie L. Platz, #67490; Celina A. Lee, #72233; Luis Santiago-Sotelo, #79665; William E. Link, #85625; Christopher D. Maxwell, #91365; Bryan D. Pierce, P.L.S. #8859; Arminta J. Jensen, P.L.S. #9311; Leopoldo Trujillo, TR #2458; Celina A. Lee, TR #2561.

**Consultant:** Ruggeri-Jensen-Azar

**Client:** Gilroy Unified School District

By: 

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

Date: 1/05/2022

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

**RATE AND EXPENSE SCHEDULES**  
 (Effective through June 30, 2022)

**HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES**

<b><u>Classification</u></b>	<b><u>Rate</u></b>
Senior Project Manager .....	\$252.00
Project Manager .....	235.00
Senior: Engineer, Surveyor, Planner .....	224.00
Associate: Engineer, Surveyor, Planner .....	208.00
Engineer, Surveyor, Planner .....	192.00
Assistant: Engineer, Surveyor, Planner .....	168.00
Senior Designer/Technician .....	170.00
Technician .....	149.00
Assistant Technician .....	128.00
Project Coordinator .....	115.00
Administrative Assistant .....	98.00
Clerical .....	75.00
Field Survey Manager .....	207.00
1-Person Survey Crew .....	189.00
2-Person Survey Crew .....	297.00
3-Person Survey Crew .....	354.00
Principal .....	262.00
Deposition/Court Appearance .....	rates are available upon request

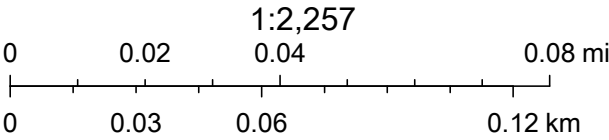
**EXPENSE SCHEDULE**

Bond Copy (24"x36") .....	\$1.50 each
Color/mylar plot (small, medium) .....	\$10.00 each
Color/mylar plot (large) .....	\$50.00 each
Xerox copy .....	\$0.15 each
Color xerox copy (8½ x 11 or 11 x 17) .....	\$0.50 each
Client-Requested Overtime .....	Hourly Rate plus 25%
All other expenses, including: .....	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Outside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Outside Consultants	





9/23/2021, 11:04:36 PM





January 7, 2022

Proposal No.: HOL-22-01-001

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

PROJECT: LUIGI APREA ELEMENTARY SCHOOL PLAYGROUND IMPROVEMENTS  
9225 CALLE DEL REY  
GILROY, CALIFORNIA

SUBJECT: Proposal for Geotechnical Construction Inspection and Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our geotechnical construction inspection and testing services proposal for the subject project. Detailed plans were not available at the time of this proposal. However, we understand that the project will consist of installation of new playground equipment and access path, and ornamental fence that will be under California Division of State Architect (DSA) purview. Additional planned improvements not under DSA purview will be a section of chain-link fence and manual rolling gate. We also understand that geotechnical engineering consultations/recommendations are not anticipated for the project.

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

- Evaluate the conformance of required concrete mix design with project specifications,
- Perform periodic batch plant inspection and field concrete sampling and testing
- Perform conformance testing of concrete samples
- Provide grading observation
- Perform in-place compaction testing to evaluate compliance with project specifications
- Perform laboratory testing of native and import soils
- Observe drilling of fence post holes
- Project management and supervision

- Upload required reports and documents to DSA Certification Box,
- Report weekly certified payroll to the State of California as required by law, and
- Prepare Interim and Final Verified Reports for each DSA 152 Card issued for the project.

### **ESTIMATED FEES**

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

Our estimated fee to provide the services is \$12,435.80. Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review.

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

### **SCHEDULE AND CONDITIONS**

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

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

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

**DIR Public Works Registration Numbers**

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

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

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

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

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

Sincerely,

Earth Systems Pacific



Brett Faust, CEG 2386  
Vice president

Attachments:    Anticipated Scope of Services & Cost Estimate Worksheet  
                      Prevailing Wage & Accounts Payable Information Request  
                      January 1, 2022 Fee Schedule

Doc. No.:        2201-005.PRP/jc



## Budget Projection

Project: Luigi Aperia Playground Improvements

Date: 1/7/2022

Proposal No.: HOL-22-01-001

Client: Gilroy Unified School District

Technician (PW)	\$135.00	minimum 2 hour billing increments
Special Inspector (Non-PW)	\$110.00	minimum 2 hour billing increments
Technician (Non-PW)	\$100.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.80	

## Geotechnical Construction Inspection and Testing Budget

	Number of Trips	Hours or Units	Total	Rate	unit	Fee
<b>Playground Improvements</b>						
Batch Plant Inspection (local bay area)	2	2	4	\$110.00	hr.	\$440.00
ACI Concrete Technician Sampling	2	8	16	\$135.00	hr.	\$2,160.00
Sample Pickups	2	2	4	\$100.00	hr.	\$400.00
Compaction Testing	4	4	16	\$135.00	hr.	\$2,160.00
Nuclear Density Equipment	4	4	16	\$15.00	hr.	\$240.00
Fence post hole observation	2	4	16	\$135.00	hr.	\$2,160.00
Mileage	16	36	576	\$0.80	mi.	\$460.80
Subtotal						<b>\$8,020.80</b>

<b>Laboratory Testing</b>	Sets	Samples	Rate	Unit	Fee
Concrete Cylinder Testing	2	10	\$42.00	ea.	\$420.00
Proctor Testing 6" Mold		1	\$315.00	ea.	\$315.00
Proctor Testing 4" Mold		2	\$270.00	ea.	\$540.00



## Budget Projection

Project: Luigi Aperia Playground Improvements

Date: 1/7/2022

Proposal No.: HOL-22-01-001

Client: Gilroy Unified School District

Technician (PW)	\$135.00	minimum 2 hour billing increments
Special Inspector (Non-PW)	\$110.00	minimum 2 hour billing increments
Technician (Non-PW)	\$100.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.80	

## Geotechnical Construction Inspection and Testing Budget

Subtotal				<b>\$1,275.00</b>
<b>Reports and Project Management</b>				
Project Management and Supervision (in hours)	4	\$195.00	hr.	\$780.00
Progress Inspection Reports and upload to the BOX	4	\$85.00	ea.	\$340.00
California Prevailing Wage Payroll Reporting	4	\$85.00	ea.	\$340.00
Engineering Review	6	\$230.00	hr.	\$1,380.00
Interim and Final Report of Geotechnical Inspections and Testing	1	\$300.00	ea.	\$300.00
Subtotal				<b>\$3,140.00</b>

Estimate Total: **\$12,435.80**



## Prevailing Wage and Accounts Payable Information Request

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

Legal Name of Earth Systems PWC Registration No.	<b>Earth Systems Pacific</b> <b>1000003643</b>
Earth Systems Project No.	

### **PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

<b>CLIENT'S PROJECT NAME</b>	Luigi Aprea ES Playground Improvements HOL-22-01-001
<b>DIR PROJECT ID (PWC-100)</b>	
<b>APPLICABLE BID ADVERTISEMENT DATE</b>	
<b>CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION</b>	Name: E-mail: Phone No.:
<b>LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?</b>	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

### **CLIENT'S BILLING REQUIREMENTS:**

<b>PURCHASE ORDER NO.</b> (if applicable)	
<b>ADDITIONAL INFORMATION REQUIRED ON INVOICES</b>	
<b>SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES</b> (please attach example)	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	Name: E-mail: Phone No.:
<b>INVOICE DELIVERY METHOD</b>	E-mail:  Mailing Address:
<b>Date</b>	January 7, 2022

## **FEE SCHEDULE – DSA/OSHPD**

(Effective January 1, 2022)

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

<b><u>PERSONNEL</u></b>	<b><u>Hourly Rate</u></b>
Principal Professional.....	\$230.00
Associate Professional .....	\$205.00
Senior Professional .....	\$195.00
Project Professional.....	\$165.00
Staff Professional .....	\$145.00
DSA Masonry, Shotcrete and NDT .....	\$145.00
CWI & Special Inspector, Prevailing Wage* .....	\$140.00
Technician, Prevailing Wage* .....	\$135.00
Special Services/Caltrans Technician, Prevailing Wage* .....	\$135.00
Special Services Technician.....	\$120.00
CWI Inspector .....	\$120.00
Special Inspector.....	\$110.00
Technical Assistant.....	\$100.00
Technician .....	\$100.00
Clerical/Administrative .....	\$85.00

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

### **BASIS OF CHARGES**

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.80/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2022.



## **FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING**

(Effective January 1, 2022)

### **BASIS OF CHARGES**

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$100.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

### **SOILS**

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

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

### **THERMAL RESISTIVITY TESTS**

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

### **CONCRETE AGGREGATE**

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

## **FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING**

(Effective January 1, 2022)

### **CONCRETE AGGREGATE (Cont.)**

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

### **CONCRETE CYLINDERS, BEAMS AND CORES**

Compression Test of Cast Cylinders per cylinder .....	\$42.00*
Compression Test of Cored Samples, cored at laboratory .....	\$120.00
Compression Test of cores delivered by others .....	\$80.00
Compression Test of Lightweight Concrete .....	\$50.00*
Density of Concrete Cylinders .....	\$85.00
Density of Hardened Concrete .....	\$100.00
Flexural Strength, Simple Beam with Third Point Loading .....	\$120.00
Grading of Shotcrete Cores .....	\$195.00
Sample Storage, monthly per sample .....	\$50.00
Shrinkage, set of 3 .....	\$420.00
Unit Weight of Lightweight Concrete .....	\$75.00
Enviro. Recycling Fee, per cylinder, core or beam .....	\$2.00
Enviro. Recycling Fee, per flex beam .....	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam .....	\$70.00

### **MASONRY**

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

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

### **FIREPROOFING**

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

### **ASPHALT CONCRETE**

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

## **FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING**

(Effective January 1, 2022)

### **ASPHALT CONCRETE (Cont.)**

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

### **REINFORCING AND STRUCTURAL STEEL**

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

### **BOLT TESTS**

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

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

### **EQUIPMENT/CHARGES (Does Not Include Personnel)**

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

**FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING**

(Effective January 1, 2022)

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

Magnetic Particle Equipment .....	\$25.00/hr
Manometer .....	\$120.00/day
Mini-Troll Groundwater Level Transducer .....	\$120.00/day
Mobile Laboratory .....	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter .....	Per Quote
Vehicle with Percolation Tank System .....	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing) .....	Per Quote
Pile Load Testing Equipment .....	Per Quote
Pulse Velocity Meter .....	Per Quote
Rebound Hammer (Schmidt Hammer) .....	\$65.00/day
Reinforcing Steel Locating Equipment (DR-Meter) .....	\$110.00/day
Relative Humidity Meter .....	\$100.00/day
Off Road Vehicle .....	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables .....	Per Quote
Skidmore Bolting Calibration Equipment .....	\$215.00/day
Slope Inclinator Equipment, per hole .....	Per Quote
Soil Sampling Containers (metal) .....	\$30.00/ea.
Soil Sampling Containers (glass) .....	\$12.00/ea.
Tape Extensometer .....	Per Quote
Tension Equipment .....	\$160.00/day
Torque/Tension Equipment .....	\$80.00/day
Water Level Indicator .....	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem .....	Per Quote
DIR Compliance/eCPR, per week.....	\$85.00
DSA Box Posting, ea .....	\$85.00
DSA Lab Compliance, per week.....	\$85.00
Vehicle Mileage Charge.....	\$0.80

### **EXPERT WITNESS SERVICES**

(Effective January 1, 2022)

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

### **HOURLY CHARGES FOR PERSONNEL**

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

### **SPECIAL SERVICES**

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

### **BASIS OF CHARGES**

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

## Gilroy Unified School District

January 7, 2022

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

**Prequalification  
Review Services**  
*\$115 per application  
marked ready for  
approval*

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

The District will receive monthly invoices for work performed.

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

Date: January 7, 2022

Signed:   
Lettie Boggs

CEO, Colbi Technologies



January 10, 2022

Paul Nadeau  
Director of Facilities, Planning and Management  
220 Swanston Ln.  
Gilroy, CA 95020

**Subject:      Proposal - School Site Solutions, Inc. General Services/CEQA Exemptions**

Dear Paul:

Per your request, School Site Solutions, Inc. (SSS) is pleased to provide the Gilroy Unified School District, (GUSD) a proposal for General Services including, but not limited to General Facility Assistance, including assistance with state facility approvals, public contracting code requirements related to school construction, advising the district on the state facility program, and the assistance with various facility management issues including the preparation of categorical exemptions regarding the California Environmental Qualities Act.

SSS was founded in 2003 as a school facilities run consulting firm located in Sacramento, California. SSS specializes in program and project management, school site selection, acquisition, State approvals and advocacy, Department of Toxic Substances Control oversight, CEQA compliance services and School Facility Program eligibility and funding services for K-12 school districts all over the State. School Site Solutions also offers school facility construction programming, project and construction management services. In total, we have served over 225 school district clients in this capacity. Mr. C. John Dominguez will serve as your main points of contact.

Please do not hesitate to contact me at office, 916.930.0736 or on my cell phone at 916.257.2534 should you have any questions or require clarification on any aspect of this proposal. We thank you very much for the opportunity to submit a proposal and be considered for your project planning needs.

Best regards,

C. John Dominguez  
President



**GILROY UNIFIED SCHOOL DISTRICT (DISTRICT)**  
**SCHOOL SITE SOLUTIONS PROPOSAL**  
**GENERAL SERVICES**  
**Scope of Work**  
**January 2022**

**GENERAL FACILITY ASSISTANCE**

Upon receipt of a written authorization to proceed, SSS would be able to provide the following General Facility Assistance services.

- Assistance in project tracking and document control for environmental compliance on facility projects.
- Assist in the procurement DISTRICT consultants, architects, and contractors as necessary.
- Assist the DISTRICT with proposed school and administrative site planning and permitting requirements as directed including CEQA.
- Attend and support various facility related meetings at the direction of the district.
- Provide the District with advice and updates regarding the State of California Facilities Program.
- Assistance with California Department of Education site and plan approval requirements and submittals.

**GENERAL FACILITY ASSISTANCE COST ESTIMATE**

In consideration of the services provided, the District will pay to SCHOOL SITE SOLUTIONS, Inc. fees of \$145.00 per hour, and on a time and material basis plus actual out of pocket expenses (such as mileage/travel, office expenses, etc.), for an estimated cost not to exceed **\$7,500**. The District will be billed monthly for fees and expenses. The DISTRICT will be responsible for contracting with identified consultants, providing project information in a timely manner, verifying all data prepared by SCHOOL SITE SOLUTIONS, Inc. and for consulting with legal counsel related to the preparation of document forms and reports.

Changes to the State facilities program and additional requirements by the regulatory agencies or duties requested outside the scope of this contract by the school district may impact the provisions of this proposal.





#### ***TERMS OF CONTRACT AND RENEWAL***

This contract is valid for a grand total not to exceed amount of **\$7,500** on a time and material bases eligible for renewal per district request. Renewal contract amounts may reflect changes in the cost of living and increases to fee schedules.

Should the DISTRICT wish to obtain SSS Services for projects outside this scope, an amendment or change order may be requested.

The DISTRICT will be responsible for providing project information in a timely manner, verifying all data prepared by SSS and shall be responsible for consulting with legal counsel related to the preparation of document forms and reports.

Changes to the State facilities program and additional requirements by the regulatory agencies and duties requested outside the scope of the contract may impact the provisions of this proposal.



## FIRM CONTACT INFORMATION

<b>FIRM NAME &amp; LOCATION</b>	School Site Solutions, Inc. 2015 H Street Sacramento, CA 95811
<b>PHONE / FAX</b>	916.930.0736 Phone 916.930.0788 Fax
<b>PRINCIPAL</b>	C. John Dominguez, President 916.257.2534 Cell <a href="mailto:john@schoolsitesolutions.com">john@schoolsitesolutions.com</a>
<b>STAFF</b>	Kim Dessert, Associate Senior Project Manager <a href="mailto:kim@schoolsitesolutions.com">kim@schoolsitesolutions.com</a>  Leigh Coop, Associate Project Manager 916.695.2331 Cell <a href="mailto:leighforschools@gmail.com">leighforschools@gmail.com</a>  Amanda Durgen, Environmental Planner <a href="mailto:amanda@schoolsitesolutions.com">amanda@schoolsitesolutions.com</a>  Mike Cannon, Associate Project Manager <a href="mailto:mike@schoolsitesolutions.com">mike@schoolsitesolutions.com</a>  Dona Riolo, Accounts Payable/Receivable <a href="mailto:Dona@schoolsitesolutions.com">Dona@schoolsitesolutions.com</a>



## FIRM PROFILE

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***School Site Solutions, Inc.*** (SSS) is an “S” Corporation co-founded in June 2003 by Mr. C. John Dominguez, President and Mr. James F. Bush. SSS is a small consulting firm consisting of five staff members and one accounts manager. The principal, Mr. Dominguez, has over 30 years of school facilities planning experience, and our staff has considerable experience in dealing with a variety of issues related to school facilities.

SSS is a school facilities consulting firm specializing in the identification, approval and acquisition of new K-12 school sites. Since its inception, SSS has had contracted with over 150 school districts, county offices of education, charter organizations and private development companies. Our main function is to assess problems and coordinate specific studies to satisfy State school site approval regulations. We have steadily expanded our services to include educational and facility master planning and educational specifications. In 2008, after extensive experience managing CEQA consultants on school projects, we were pleased to add CEQA compliance services to our own repertoire. We are also now offering the state and federal school facility eligibility and funding services of Ms. Bills-Dacong to our clients. Currently, we have already completed or are currently working on environmental documents for over 40 school district projects for new and existing sites from Central to Northern California.

SSS is located in the downtown area of Sacramento, California, near many of the State agencies involved in school facilities planning. We work closely with the California Department of Education (CDE) on the approval of sites and plans. We also coordinate with other governmental agencies such as the Department of Toxic Substances Control, State Allocation Board, Office of Public School Construction, State Division of Aeronautics, and local governmental agencies involved in the review and approval process of school facilities. Being near these State agencies has made it possible for us to maintain a positive and productive working relationship with these agencies, increasing our level of expertise, and allowing us to continually move projects forward.





## Animal Damage Management Inc

16170 Vineyard Blvd, Suite 150, Morgan Hill, CA, 95037

Phone: 800-292-9845 Fax: 408-776-1891

Email: [Animaldm@yahoo.com](mailto:Animaldm@yahoo.com)

Date: December 9, 2021

### Pest Control Agreement between Animal Damage Management Inc and Contract#8519

Name: Gilroy USD

Contact: Dan McAuliffe

Address: 220 Swanston Lane Gilroy CA 95020

Phone: 669-205-7940

Email:

[dan.mcauliffe@gilroyunified.org](mailto:dan.mcauliffe@gilroyunified.org)

### Hereby Authorizes Service at

Site Address: Gilroy High – 750 W. 10<sup>th</sup> St Gilroy CA 95020

### Description of Work and Pricing

#### Skunk Prevention:

Located at the Envision Academy Portables, skunks and other large animals are entering underneath the buildings.

- We will trench 4 sections (40ftx1ft) around the portables and install ½" hardware cloth that will run from foundation wall back into trench area
- We will fill in with concrete and set soil back to prevent access underneath the portables
- Install 1-way doors on side of portables to give access out and not return, we will return after 5 days to remove doors and seal up areas
- Deodorize areas

Cost is: 1-Way Doors - \$255.0, Material - \$310.00 Labor - \$1,900.00

Total cost - \$2,465.00 x 3 = \$7,395.00

#### Option: Portables M7 & GS15

These portables have skunk and other large animals nesting underneath. We will do the same prevention work as above for a flat fee of \$6,500.00

### Payment Terms

\*Payment Terms are Net 30

\*Customer agrees to pay when billed for services due. A service charge of 1.5% per month equivalent to an annual rate of 18% will be applied to all past due accounts.

\*Customer agrees to an annual percentage increase of 3% on the contract from price on all monthly reoccurring contracts from the date of the signed contract.

### Other Terms

\*This Pest Control Agreement's pricing is only valid for 30 days unsigned from the date of the contract. Once signed this contracts pricing is valid for as long as the contract is in force, taking into consideration all payment terms.

\*Animal Damage Management, Inc. agrees to provide pest control service at the described premises and according to the terms set forth under description of work. Unless otherwise indicated, this agreement may be cancelled by either party upon presentation of a 30-day written notice prior to the desired cancellation date. The agreement covers only the premises and the pests specified under description of work. This agreement does not guarantee against present or future pest damage to the property, building, or contents of the described premises, or provide repairs or compensation therefore. Should any litigation be commenced between the parties to the contract concerning the contract or the rights and duties of either in relation to it, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

\*Associations and Management groups agree to provide Animal Damage Management Inc with written notice within fourteen (14) days in the event the association terminates management's employment and hires new management.

\*The customer acknowledges and understands that Animal Damage Management Inc, assumes no responsibility and has no liability for any and all damage (including slope weakening and instability activity) done prior, and during the rendering of pest control services to the premises, the land, slopes and dwellings and the other structures thereon.

\*In the event a one-year contract is signed for a reduced monthly cost or a reduced initial service (clean out) and the contract is cancelled early. The canceling party will pay Animal Damage Management Inc, in the amount that the cleanout that was reduced.

### Notification

Do you request service slips be left at a designated location? Yes \_\_\_\_\_ No \_\_\_\_\_

Address or email service report should be left at:

### Signatures and Contract Acceptance

Animal Damage Management Inc, by

Signature:

Steven Aguilar, Field Operations Manager

Print Name:

or

Cody Uhl, Business Operations Manager

Date Signed:

Date Signed:

# WORK ORDER

**Work Order:** FY21-22-03779**Campus:** Gilroy High School**Requestor:** Mary Ann Clements-Mukai**Submitted:** 12/29/2021 6:12:00 AM**Assigned to:** McAuliffe, Dan**Trade:** Outside Contractor**Priority:** High**Budget:****Status:** Received**Project Mgr:****Room/Location:** Unassigned**Description:** *ENVISION ACADEMY PORTABLE: Raccoon got under the portable and pulled the insulations. See pictures.***Requested by date:**

## Labor

Date	Employee	Hours	Type	Date	Employee	Hours	Type

## Materials

Description	Quantity	Date	Unit Cost	Total	Supplier	PO#

## Last Action Taken / Comments:

ADM contacted for service 1-4-22

**Authorized**

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

**Completed**

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



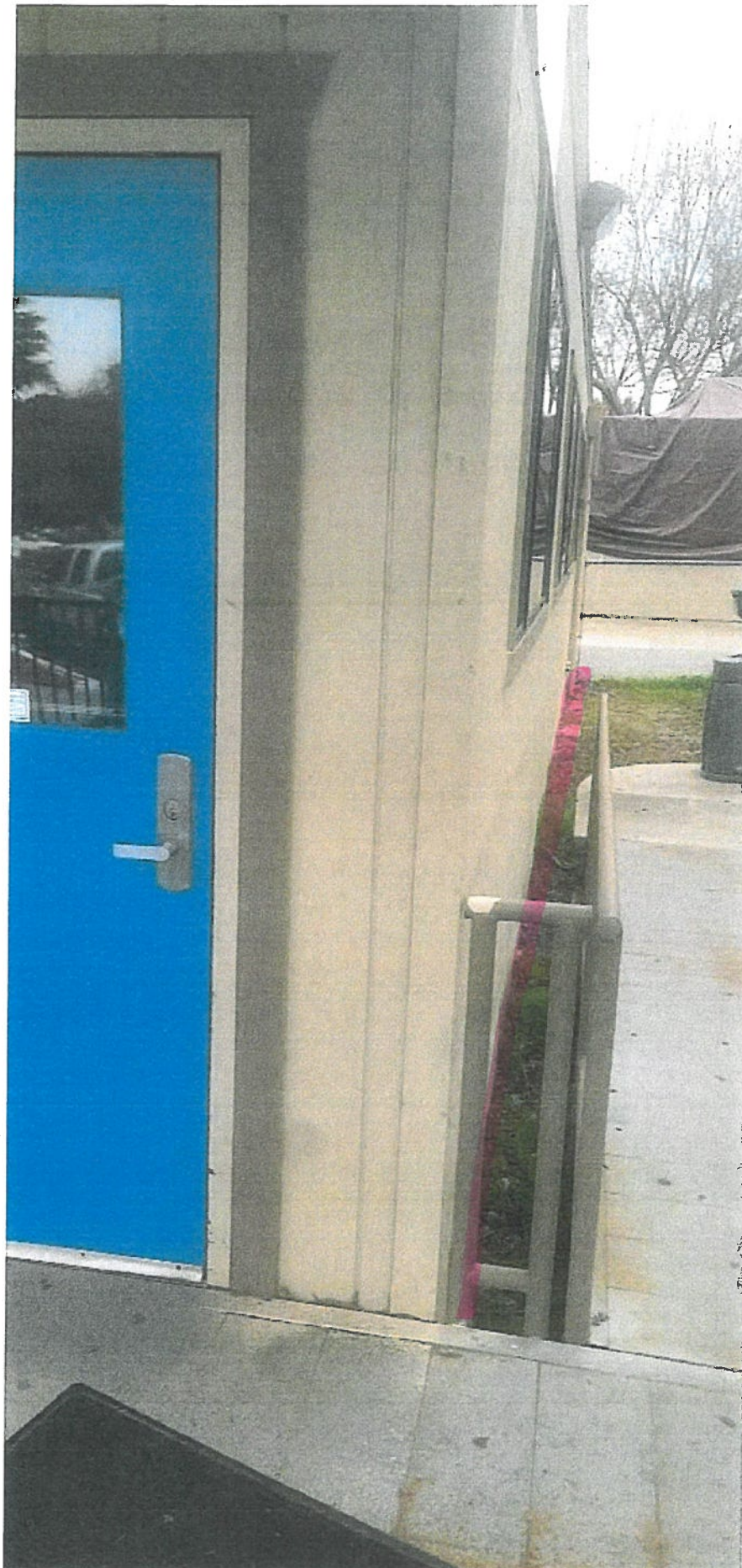




Envision  
Academy  
Portobu





















## Gilroy high

From: Robert Ramirez (robmann31@yahoo.com)

To: animaldm@yahoo.com

Date: Wednesday, December 8, 2021, 03:23 PM PST











COMMERCIAL SOUND EQUIPMENT  
 SCHOOL SYSTEMS  
 PUBLIC BUILDINGS  
 INTER-OFFICE COMMUNICATIONS  
 PUBLIC ADDRESS SYSTEMS  
 HOSPITAL SYSTEMS



DATA NETWORK CABLING  
 TELEPHONE SYSTEMS  
 FIBER OPTICS  
 CLOSED CIRCUIT TELEVISION  
 FIRE ALARM SYSTEMS  
 BACKGROUND MUSIC SYSTEMS  
 CA LIC. #850025

78 Malarin Street ♦ P.O. Box 2415 ♦ Salinas, California 93902

Salinas (831) 424-6459 ♦ Monterey (831) 646-1312 ♦ King City (831) 385-1516 ♦ Aptos (831) 688-2544 ♦ Fax (831) 424-3691

## PROJECT QUOTATION

**Gilroy Unified School District**  
**Attn: Dan McAuliffe**

Maintenance and Operations Manager  
 220 Swanston Lane.  
 Gilroy CA, 95020  
 1-669-205-7940

**Issued: December 28, 2021**  
**Quote: 280012**

**Project:** Install exterior intercom speaker at Glenview Elementary School outside portable #20.

The scope of work for this project is to install an exterior Atlas weatherproof speaker at Glenview Elementary school in Gilroy, Ca, outside of portable #20. The new exterior speaker to be installed shall be integrated with the existing outside paging zone of the current intercom system using the existing intercom backbone cabling infrastructure. The new horizontal two-conductor shielded cable for the new speaker will extend from the existing intercom 66 punch-down block located at the exterior rear of portable #20. The scope of work for this project consists of installation, termination, testing, and the hardware associated with the external speaker for the sum of **\$2,249.00** (tax included).

Labor:		\$	1,920.00
Material:		\$	301.49
Tax:	9.125%	\$	27.51
Total:		\$	2,249.00

COMMERCIAL SOUND EQUIPMENT  
SCHOOL SYSTEMS  
PUBLIC BUILDINGS  
INTER-OFFICE COMMUNICATIONS  
PUBLIC ADDRESS SYSTEMS  
HOSPITAL SYSTEMS



DATA NETWORK CABLING  
TELEPHONE SYSTEMS  
FIBER OPTICS  
CLOSED CIRCUIT TELEVISION  
FIRE ALARM SYSTEMS  
BACKGROUND MUSIC SYSTEMS  
CA LIC. #850025

78 Malarin Street ♦ P.O. Box 2415 ♦ Salinas, California 93902  
Salinas (831) 424-6459 ♦ Monterey (831) 646-1312 ♦ King City (831) 385-1516 ♦ Aptos (831) 688-2544 ♦ Fax (831) 424-3691

Items not included within the scope of work:

- Bonds and permits
- Replacement of ceiling tiles
- Patching and painting
- 66 punch down block

Respectfully submitted by,

*Jesse Gallegos*

- This proposal is based upon current material pricing. We reserve the right to adjust the proposed amount at the award of contract due to unforeseen circumstances in the valuations of said materials.
- We reserve the right to correct this quote for errors and omissions.
- This quote covers direct costs only, and we reserve the right to claim for impact and consequential expenses.
- This price is good for acceptance within 30 days from the date of receipt.
- We will supply and install all materials, labor, and equipment as per your instructions.


**KNORR SYSTEMS, INT'L**
*Aquatic Equipment, Mechanical Room & Water Treatment Specialists*


2221 S. Standard Avenue  
Santa Ana, CA 92707  
714-754-4044 / 714-754-7791 Fax

## EQUIPMENT QUOTATION

Date: December 20, 2021

To: Dan McAuliffe  
**GILROY USD**

From: Josh Lopez

Project: BECSys7 Water Chemistry Controllers - Christopher High School

SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Water Chemistry Controller - COMPETITION POOL	1	BECSys7 Mechanical room control system with ORP/HRR, pH and temperature sensors, LED flowcell with integrated flowswitch, LCD UI board with EZConnect communication module, 4-20mA output and loop power supplies and filtration control, with surge suppressor, mounted on a PVC backplate. Includes automatic backwash filter interface panel with gauges and solenoid block for four (4) tank system. Includes extra solenoid. Includes factory commissioning and operator training.	\$14,229.00	\$14,229.00
Water Chemistry Controller - ACTIVITY POOL	1	BECSys7 Mechanical room control system with ORP/HRR, pH and temperature sensors, LED flowcell with integrated flowswitch, LCD UI board with EZConnect communication module, 4-20mA output and loop power supplies and filtration control, with surge suppressor, mounted on a PVC backplate. Includes automatic backwash filter interface panel with gauges and solenoid block for three (3) tank system. Includes factory commissioning and operator training.	\$14,084.00	\$14,084.00
Installation	1	Installation labor to remove and dispose of existing controllers, install above listed new BECSys' equipment. Interconnect new BECSys7 to existing BECS BW unit. Start the units up and test for proper operation.	\$9,804.00	\$9,804.00
			Subtotal	\$38,117.00
			Sales Tax (9.125%)	\$3,478.18
			Shipping	\$474.97
			<b>TOTAL</b>	<b>\$42,070.15</b>

## EQUIPMENT QUOTATION

Date: September 11, 2019

To: Dan McAuliffe  
GILROY UNIFIED SCHOOL DISTRICT

From: Jill Gile

Project: BECSys 7 Filter Controllers with Filter Interface Panels for Christopher High School

SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Competition Pool Chemical Filter Control System	1	BECSys7 Mechanical room control system with ORP/HRR, pH and temperature sensors, LED flowcell with integrated flowswitch, 1 Gbit Ethernet with EZConnect communication module and surge suppressor, mounted on a PVC backplate. Includes automatic backwash filter interface panel with gauges and 5 solenoid blocks. Includes factory commissioning and operator training.	15,644.00	15,644.00
Acitivity Pool Chemical Filter Control System	1	BECSys7 Mechanical room control system with ORP/HRR, pH and temperature sensors, LED flowcell with integrated flowswitch, 1 Gbit Ethernet with EZConnect communication module and surge suppressor, mounted on a PVC backplate. Includes automatic backwash filter interface panel with gauges and 3 solenoid blocks. Includes factory commissioning and operator training.	15,232.00	15,232.00
Installation & Materials	1	Labor and materials to remove and dispose of both existing Siemens controllers, install above equipment on the Competition and Activity pools. Start the units up and test for proper operation.	9,000.00	9,000.00
			Subtotal	\$39,876.00
			Sales Tax (9%)	\$2,778.84
			Estimated Freight	\$650.00
			<b>Total</b>	<b>\$43,304.84</b>

### Terms and Conditions

<b>Payment:</b>	Terms subject to credit worthiness, established accounts are typically net 30 days from date of invoice Quoted equipment will not be subject to project retention and invoices must be paid in full
<b>Interest:</b>	18% APR is charged on all past due invoices
<b>Returns:</b>	Returns MUST be pre-approved, shipped prepaid and accompany written return authorization Project is not eligible for payment by credit card
<b>Restock:</b>	A MINIMUM 20% restock fee applies to all returns; % is based on actual manufacturer restock fee
<b>Freight:</b>	F.O.B. individual ship points; refer to estimated freight costs above
<b>Sales Tax:</b>	Subject to sales tax rate as noted above
<b>Notes:</b>	Pricing valid through September 30, 2019 Verification of equipment items & quantities is the sole responsibility of the customer A deposit with order may be required by some manufacturers As required by California state law, all labor rates quoted meet current DIR and Prevailing Wage requirements.
<b>Commissioning:</b>	Mechanical equipment commissioning is provided at no charge by KSI's Service Department On-site equipment commissioning is determined by size/type equipment provided.

# TOTAL EQUIPMENT ROOM CONTROL

## BECSys7

- Versatile** Suitable for water parks, health clubs, pools, spas, fountains, zoos and aquariums
- Automated** Auto Fill, VFD control, UV control, fully automatic or semi-automatic backwash
- Efficient** Conserves water, reduces chemical usage, saves energy
- Flexible** Programmable for a wide variety of filtration systems, up to 16 filters!
- Expandable** Comprehensive expansion options allow total equipment room control and monitoring
- Powerful** Fully integrated water chemistry, filtration and circulation system control



- Secure** Multi-level, traceable password-protection for peace of mind
- Reliable** 5 year electronics / 2 year sensor warranty provides worry-free operation
- Easy-to-use** On-screen help intuitively guides the user through configuration options
- Supported** Factory-trained service and support

**BECS**  
TECHNOLOGY

CE

ETL  
LISTED  
Intertek  
US

NSF  
Certified to  
NSF/ANSI Standard 501

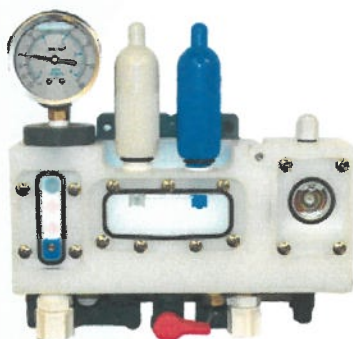




## TOTAL EQUIPMENT ROOM CONTROL

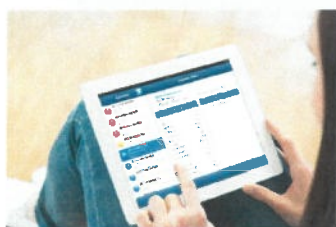
### Total Equipment Room Integration

- Advanced sensor and flow cell technology
- Flowmeter monitoring and display
- Patented VFD control algorithm
- Monitor Total Dynamic Head (TDH) of circ pump
- Free chlorine/bromine readings with bracketed control
- Turbidity control with polymer feed
- Heater integration, with fireman switch lockouts
- UV control, based upon combined chlorine level
- Ozone control, based upon ORP, PPM or both
- TDS/Conductivity monitoring and drain control
- Monitor chemical inventory levels
- Auto-fill
- Monitor Make-up water usage



### Product Certifications

- NSF Certified to NSF/ANSI Standard 50
- ANSI/UL 61010-1 (ETL Listed)
- CAN/CSA C22-2 #61010-1 (ETL Listed)
- CE: EN 61010-1, EN 61326



### About BECS Technology

BECS Technology, Inc. has been designing and manufacturing the industry's most reliable and innovative water chemistry controllers for over 25 years. All systems are designed and manufactured in-house at our facility in St. Louis, Missouri. Visit us online at [www.becs.com](http://www.becs.com).



## EZConnect™

### Simple and Secure Remote Access Technology

- No port forwarding or VPN required!
- Multi-layered security
- Advanced message encryption
- No monthly fee
- Pool manager controls user access
- Password-protected remote parameter changes
- Alarm Notifications by email and/or text message
- Gbit Ethernet
- USB flash drive data log download
- BECSys for Windows software included
- BECSys Now! mobile app included



### Advanced Filtration Control

- Automatic or Semi-Automatic backwash control
- Monitor turbidity/end BW early, upon desired clarity
- Waste line management; prevents BW tank overflow
- BW duration and water volume displayed on BECSys7

**Designed and Manufactured in the USA by:**



**BECS Technology, Inc.**  
10818 Midwest Industrial Blvd.  
Saint Louis, Missouri 63132 USA  
[www.becs.com](http://www.becs.com)  
[BECSysinfo@becs.com](mailto:BECSysinfo@becs.com)  
(314) 567-0088

**Architectural Systems**

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



## Estimate

**ADDRESS**

Gilroy School District

**ESTIMATE #** 5439.1

**DATE** 12/17/2021

ACTIVITY	QTY	RATE	AMOUNT
Eliot Elementary School Gilroy, CA Gilroy Unified School District			
Remove Existing 76' L.F. of Existing 10' High Damaged Slatted Chain Link Install New 10' High View Guard Slatted Chain Link Mesh Install New Ties	1	6,430.00	6,430.00

ADD for New 10' High View Guard PLUS Slatted Chain Link Mesh ADD: \$926.00

**Clarifications:**

Permits by Other  
 Engineering by Others  
 Normal Working Days / Hours  
 M-F, 7am04pm  
 No Overtime Included  
 Includes Prevailing Wage

Architectural Systems  
 Any Questions Please Call :  
 Chris Johnston  
 408.628.1347

**TOTAL**

**\$6,430.00**

Accepted By

Accepted Date



# WORK ORDER

**Work Order:** FY21-22-02523**Requestor:** Sofia Lopez Loreda**Assigned to:** McAuliffe, Dan**Priority:** Medium**Status:** Received**Campus:** Eliot Elementary School**Submitted:** 9/3/2021 9:03:25 AM**Trade:** Outside Contractor**Budget:****Project Mgr:****Room/Location:** Grounds, Grounds

**Description:** *Install wood security strips where missing on the fence at the Kinder playground/ area. This is for the safety and security of the students. Fence is adjacent to an apartment complex. See Mrs. Rivera or Sofia with questions.*

**Requested by date:** 10/8/2021

## Labor

Date	Employee	Hours	Type	Date	Employee	Hours	Type
------	----------	-------	------	------	----------	-------	------

## Materials

Description	Quantity	Date	Unit Cost	Total	Supplier	PO#
-------------	----------	------	-----------	-------	----------	-----

## Action Taken / Comments:

**Authorized**

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

**Completed**

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



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## Estimate

**ADDRESS**

Gilroy School District

**ESTIMATE #** 5440.1

**DATE** 12/17/2021

ACTIVITY	QTY	RATE	AMOUNT
Swanston Pre School Gilroy, CA Gilroy Unified School District			
Remove Existing 82' L.F. of Existing 6' High Galvanized Chain Link at Front Install New 6' High View Guard Slatted Chain Link Mesh Includes New Ties	1	5,798.00	5,798.00

**ADD:**

Remove Existing 63' L.F. of Existing 6' High Galvanized Chain Link at Side  
 Install New 6' High View Guard Slatted Chain Link Mesh  
 Includes New Ties  
 ADD: \$ 4,361.00

**Clarifications:**

Permits by Other  
 Engineering by Others  
 Normal Working Days / Hours  
 M-F, 7am04pm  
 No Overtime Included  
 Includes Prevailing Wage

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Any Questions Please Call :

Chris Johnston

408.628.1347

**TOTAL**

**\$5,798.00**

Accepted By

Accepted Date





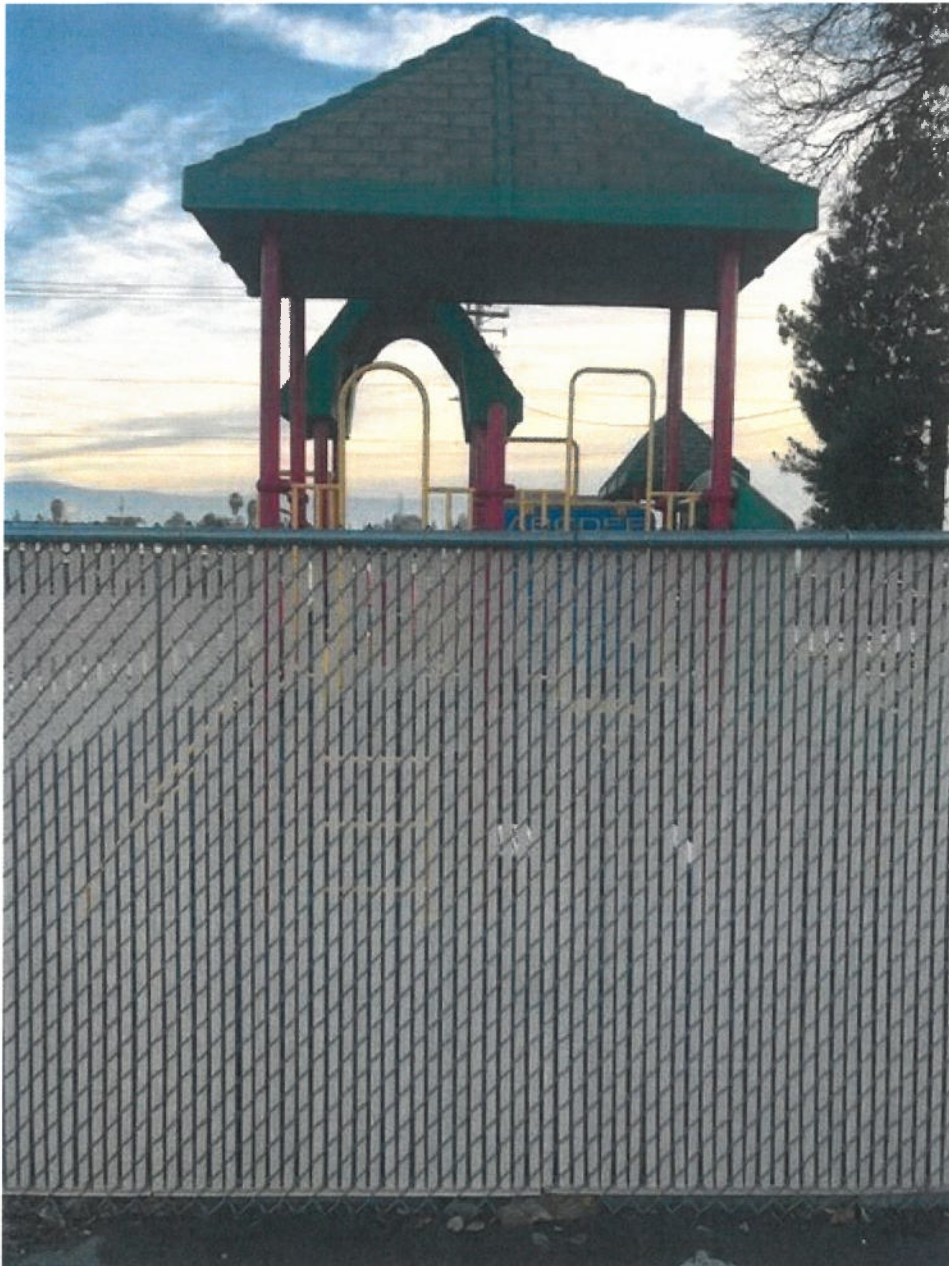












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## Estimate

### ADDRESS

Gilroy School District

ESTIMATE # 5449.1

DATE 01/11/2022

ACTIVITY	QTY	RATE	AMOUNT
Christopher High School New Security Pedestrian and Fire gates. Location 1 : (Section crossing from gymnasium to pool) Includes core drilling & Installation of : (3) sections of fence (1)pedestrian gate (1) Fire gate Fence is in one straight line but needs a small section of fence between the Fire gate and the Ped gate to prevent reaching through to engage the panic from the outside.	1	58,602.00	58,602.00
Location 2: (East side of gymnasium to baseball backfield fence) Includes core drilling & Installation of : (3) sections of fence (1)pedestrian gate (1) Fire gate Fence is in (2) lines but needs a small section of fence between the Fire gate and the Ped gate to prevent reaching through to engage the panic from the outside. Section on grass to be made of biased panels  Includes private utility location service prior to drilling. Pedestrian gates to have von duprin 99 series panic with Mammoth Self closing hinges. Includes (1) knox padlock per fire gate and (1) knox box per ped gate.			

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Any Questions Please Call :

Chris Johnston

408.628.1347

TOTAL

**\$58,602.00**

Accepted By

Accepted Date

**Item 3f: Additional fencing and gates at Christopher HS**

*Screenshot from video footage from incident:*





Shiffler Equipment Sales Inc.  
 Dept. 781437  
 P.O. Box 78000  
 Detroit, MI 48278-1437  
 PH: (440) 285-9175  
 FX: (440) 285-2770  
<http://www.shifflerequip.com>

Quote	
Email Date	Quote Number
01/06/22	Q140169

Quote To
Gilroy Unified School District 220 Swanston Lane Maint Dept Gilroy CA 95020-7313 US

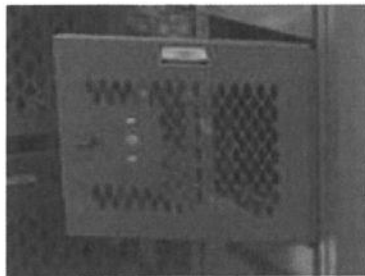
Ship to
Attn:John Azevedo Gilroy Unified School District 220 Swanston Lane Maint Dept Gilroy, CA 95020-7313 US

Account	Quoted	Expiration	Telephone	Salesman	Payment Terms	Ship Via
042761	01/06/22	02/05/22	408.710.6782	Neeve Taylor	NET 30	SUPPLIER FRT

Item	Description	UM	Quantity Quoted	Unit Price	Extended Price
PN-6201	<p>Penco Locker Door and Frames for Christopher High School-Girls and Boys Team Rooms and Locker rooms</p> <p>QUOTE INCLUDES:</p> <p>11 ea -15" w X 36/72"H DOUBLE TIER GEN2 DOOR AND FRAME WITH CONT HINGES, RECESSED HANDLE. DIAMOND PERFORATIONS</p>	EA	1	8111.00	8111.00



32 ea -15" w X 12/72" H SIX TIER  
WELDED GEN2 DOOR AND FRAME  
WITH CONT HINGES, SLAM LATCH,  
PADLOCK HASP.DIAMOND  
PERFORATIONS



14 ea - 24" w x 36/72" H DOUBLE TIER  
WELDED GEN2 DOOR AND FRAME  
WITH CONT HINGES, RECESSED  
HANDLE. DIAMOND PERFORATIONS

1 ea Extra Recessed Handle PN-  
60890H

1 ea extra can Spray Paint- Color: 952  
Turquoise Teal

4 ea Slam Latch Hasps (this is the part  
that gets welded to the Frame) Latch  
Replacement

57 ea. Locker number plates w/ rivets-  
340,362,326,247,290,524,544  
546,566,590,408,148,146,  
140,138,136,134,122,120,  
103,107,127,129,131,115,166,168,

174,177,357,358,367  
 374,375,201,206,209,237,258,  
 285,294,302,104,120,  
 755,769,774,770,776,613,621,686,  
 519,416,417,418,455

20 ea. Lock bars (latch channels) for 2  
 Tier doors 36"H, PN- 626574RC

1 ea. Finished End Panel for Slope  
 Hood, No legs, Double Row,  
 Size" 30" wide x 78" high, Color: 952  
 Turquoise Teal, PN-66663H

**COLOR: TURQUOISE TEAL # 952-  
 FOR DOOR AND FRAMES**

Lead time is estimated to be: 12 WEEKS

Pricing will remain valid for 30 DAYS. PER THE DEMAND ON  
 MATERIAL SUPPLY CHAIN - PRICING HAS TO BE UPDATED  
 AFTER 30 DAYS.

Shipping charges stated below are estimates; order is subject to  
 actual shipping charges as assessed by the carrier, at the time of  
 shipping. Prices and transit times are subject to change.

Comments:

If you have any questions or would like to place an order, please  
 contact us.

Neeve Taylor  
 Inside Sales  
 1-800-547-1539 x 151  
[n.taylor@shifflerequip.com](mailto:n.taylor@shifflerequip.com)

**\*\* NON-RETURNABLE ITEMS \*\***

Subtotal	8111.00
Ship&Hdlg	1121.00
Tax	842.42
Total (USD)	<b>10074.42</b>











