



FACILITIES SUBCOMMITTEE MEETING
 Gilroy Unified School District – via Zoom teleconference
 9 a.m. Friday, June 3, 2022

1.

ITEM	PAGE #
Time certain, 9:30 a.m.: Joe Vela, Aedis Architects	
A. Approval of minutes: May 6, 2022	1

2. FACILITIES & NEW CONSTRUCTION (MARISSA VAN PATTEN)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Owner-furnished items	South Valley MS	EBRS / Belson/ Uline	\$21,229.14	Measure E	5
B. Demolition of Vandal Watch trailer	Luigi ES	Randazzo Ent. Inc.	\$14,182	General Fund	11
C. Lease agreement with Champions, Inc.	ADB/South County Annex, Rod Kelley ES, Luigi ES	Champions Inc.	N/A	N/A	12
D. Aedis Architects fee increase	South Valley MS	Aedis Architects	\$669,057	Measure E	93
E. Inspector of Record services bids	Luigi ES	Jerome Zalinski	\$5,500	General Fund	94
F. Commissioning agent	South Valley MS	Cypress Engineering	\$66,400	Measure E	95
G. Preliminary plan for Maintenance, Operations, Transportation (MOTS) yard	MOTS yard	Aedis	N/A	N/A	109

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Animal pest exclusion	Glen View ES	ADM	\$5,290	RRM	111
B. Animal pest exclusion	El Roble ES	ADM	\$4,910	RRM	116

4. SAFETY & SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Security cameras	El Roble ES, Eliot ES, Glen View ES, Las Animas ES, Luigi ES, Rod Kelley ES, Rucker ES, Gilroy HS, Mt. Madonna HS, GECA	QoVo	\$619,373.95	Fund 35	121
B. Entry intercoms	All schools sites (including preschools)	QoVo	\$136,658.26	General Fund, Equipment replacement	128

5. INFORMATION TECHNOLOGY (MARIBEL GUIZAR)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Wireless bridge from Maintenance to Transportation	MOTS yard	Converge One	\$26,078.35	Measure E	138

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, Aug. 5, 2022

FACILITIES SUBCOMMITTEE MEETING

MINUTES from Friday, May 6, 2022

PRESENT

Debbie Flores	Alvaro Meza	James Pace	Marissa Van Patten
Mark Good	Paul Nadeau	Linda Piceno	
Dan McAuliffe	Anna O'Connor	Kimberly Smith	

1.

ITEM
<p>A. Time certain, 9 a.m.: Jorge Duran, City of Gilroy: Jorge Duran. Update on City Development (39 SFDs) on Kern by FFA Farm</p> <p>MINUTES</p> <ul style="list-style-type: none"> • The city proposes a temporary 4-foot sidewalk along the front of a new 2.5-acre development north of the district ag/FFA farm. The development will have 39 single-family homes. • It's a straight sidewalk, without grading the land. The part of the sidewalk across the driveway would slope to the ground level. • The farm is not in city limits but the new development is within of the city limits. • The construction can start within eight months. Access to farm gate would not be blocked or affected. • The second part is the city seeking a public utilities easement. • Paul recommends that the committee come up with a list of expectations for this project. He will collect to pass along to the city. • Next steps: The committee requests that the city keep the district better informed on future developments that are adjacent to district property.
<p>B. Time certain, 10 a.m.: Jerome Zalinski, Inspector of Record</p> <p>MINUTES</p> <ul style="list-style-type: none"> • Jerome's comments on why he is asking for a fee increase: <ul style="list-style-type: none"> ○ The project he bid on is not the project that's being built at South Valley MS. He bid on a project of modular buildings with large pre-assembled sections, similar to Brownell MS. The South Valley MS project's buildings are stick-frame metal structures with assembly done on site. ○ He wasn't aware Phase 2 of the South Valley MS would a separate submission to the Division of the State Architect (DSA), which is a separate project with it's own set of paperwork, etc. ○ The project cost is \$74M, not \$70M as the bid stated. • The committee agrees with moving Jerome's proposal to the board. Paul will prepare the presentation for the board briefing to explain the reasons for the increase. • Next steps: This will go to the board for approval.
<p>C. Time certain, 10:30 a.m.: Joe Vela, Aedis Architects, on Luigi playground project and DSA requirements</p> <p>MINUTES</p> <ul style="list-style-type: none"> • As Aedis has been working on the playground project, they've found some things that could potentially block DSA approval for the playground project: <ul style="list-style-type: none"> ○ Drinking fountains may need to be replaced near restrooms. Some sinks may need to be replaced. ○ The shade covers near the lunch area at Luigi ES are not DSA-certified. ○ The Champion child-care program does not have certification numbers on file with the DSA. • Potential solutions:

- Shade structures: Move the shade structures to another part of the campus and install DSA-approved shade structures, such as solar, over the lunch tables.
- Champions: Relocate students in DSA-certified buildings and fence the non-certified portables.
- The certification process can be done and doesn't need to be complete before the DSA application. But the certification of the playground project would be on hold until the rest of the certifications are completed.
- Alvaro will speak to the solar team to see if the shade structures can be in lunch area.
- Dr. Flores will speak to the principal to discuss where the Champions program can be moved while the portables can be certified. Joe said the cost to certify them may be more than buying replacement DSA-certified portables. Another option could be moving two of the portables that are in the Maintenance/Transportation yard – but this could cost at least \$100K to move.
- Next steps: Paul will check with Champions. Dr. Flores will discuss options with Luigi ES principal.

D. Approval of minutes: April 1, 2022

MINUTES

- Mark moved to approve. Linda seconded.
- All in favor.

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. IH monitoring and oversight for demo	South Valley MS	EnviroScience	\$146,715.63	Measure E
MINUTES <ul style="list-style-type: none"> ● This for industrial hygiene and oversight of the demolition of the old South Valley MS. Environment monitors air quality, etc. ● Next steps: This will go to the board for approval. 				
B. GHS grad plaques relocation Discussion Item	South Valley MS	N/A	N/A	N/A
MINUTES <ul style="list-style-type: none"> ● Committee members feel plaques would be better at Gilroy HS than South Valley MS. ● Mark recommends creating an alumni advisory group to provide input about where the plaques should go. ● James would like a list of potential places where the plaques can go on Gilroy HS campus. ● Also: The former Gilroy HS memorabilia that is in South Valley MS gym will be moved to Gilroy HS. 				
C. RAW oversight	South Valley MS	Padre Inc.	\$63,900	Measure E
MINUTES <ul style="list-style-type: none"> ● This is for oversight for soils at this site. Most of the removal is of asbestos in the soil. ● Next steps: This will go to the board for approval. 				

D. Occupancy agreement	Gilroy PS	GPS	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> This is part of Gilroy Prep's Prop. 51 application. Next steps: This will go to the board for approval. 				
E. Division of State Architect (DSA) fee	Luigi ES	DSA	\$8,862.50	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> This opens the Luigi ES playground project. Next steps: This will go to the board for approval. 				
F. Demo of old IT Building	Gilroy PS	CVE	TBD (Friday)	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> This would leverage the demo crew that is already scheduled to demolish buildings at South Valley MS. Quote: \$72,432 This work would be done during the summer break, while Gilroy Prep is on vacation. Next steps: This would go to the board for approval. 				
G. Inspector of Record fee increase	South Valley MS	J. Zalinski	\$225,000	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> Minutes are recorded in Item 1B of this meeting. 				
H. CalSHAPE Grant	Many	School Facilities Consultants	\$25,000	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> This for consultants to help the staff prepare this grant application is for funding for HVAC work. This would be a not-to-exceed amount, for per-hour charges. The grant amount varies, potentially as much as \$700K. It would cover the cost for switching out the HVAC filters at designated five-six sites. The grant submission deadline is in the summer and will be awarded in the fall. This consultant fees would be funded from RRM. Next steps: This would go to the board for approval. 				
I. Aedis fee increase	South Valley MS	Aedis	\$422,287	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> This increase is part of the contingency within the board-approved contract with Aedis. Next steps: This will go to the board for approval. 				

J. Oversight fees for bond projects	Brownell MS & South Valley MS	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> This is as per Linda's request for a breakdown of oversight fees for two middle school projects: <ul style="list-style-type: none"> South Valley MS: \$2.353M Brownell MS: \$1.987M. South Valley MS is the bigger project. 				

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Quotes for office blinds	District office	Solar N Shades	\$16,272	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This would replace about 33 sets of blinds in in most offices along exterior walls at D.O. The quote does not include the board room and a few windows in Ed Services, which have recently been updated. Linda would like to that the number of blinds being replaced included in the board briefing and details about how often blinds are replaced throughout the district. Most D.O. blinds have not been replaced in decades. Next steps: This will go the board for approval. 				
B. New flag pole	El Roble	L. Ph. Bolander & Sons	\$5,679	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This flagpole is broken and needs replaced. A solar up-light will be part of the replacement to allow the flag to fly 24 hours a day. Next steps: This will go to the board for approval. 				

4. ALVARO MEZA'S ITEMS

ITEM	SITE
A. New sidewalk on district property	Near FFA farm
<p>MINUTES</p> <ul style="list-style-type: none"> Minutes are recorded in Item 1A of this meeting. 	

Meeting adjourned: 11:20 a.m.

NEXT MEETING: 9 A.M. FRIDAY, June 3, 2022



05/19/2022

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

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

From:
East Bay Restaurant Supply, Inc.
Carlito Oyas
49 Fourth Street
Oakland, CA 94607-4603
(510) 465-4300
(510)465-4300 (Contact)

Project Code: 80893

Job Reference Number: 76410

Item	Qty	Description	Sell	Sell Total
<u>1</u>	2 ea	MICROWAVE OVEN Panasonic Model No. NE-1054F PRO Commercial Microwave Oven, 1000 watts, 0.8 cu. ft. capacity, (6) power levels, 2- & 3-stage cooking, 20 program memory capacity, touch control pad with Braille, 99-minute timer, programmable and manual operation, program list/cycle counter, self diagnostics, tone control, bottom energy feed, interior light, see-through door with "grab & go" handle, stainless steel front, 120v/60/1-ph, 13.4 amps, cord, NEMA 5-15P, cULus, NSF Dimensions 12(h) x 20.13(w) x 16.5(d)	\$324.00	\$648.00
	2 ea	1 year parts & labor warranty (or 18,000 cycles) which ever comes first and 3 year magnetron warranty (or 54,000 cycles) which ever comes first		
	Class ups	Weight: 80 lbs total Cube: 7.6		
			ITEM TOTAL:	\$648.00
<u>2</u>	1 ea	REACH-IN REFRIGERATOR Everest Refrigeration Model No. ESWR2 Reach-In Refrigerator, two-section, 59"W, 55.0 cu. ft. capacity, self-contained top mounted refrigeration, (2) solid hinged self-closing field reversible doors (locking), (6) epoxy coated wire shelves, digital controls with LED display, auto defrost, LED interior lighting, pressure relief port, stainless steel interior, stainless steel sides, galvanized steel top, bottom & rear, (4) 5" swivel casters (2 locking), R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 3.0 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation Dimensions 79.25(h) x 59(w) x 31.63(d)	\$3,859.18	\$3,859.18
	1 ea	Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time)		
	1 ea	Compressor: Total 5 years from installation date		
	1 ea	Door hinged on right & left, standard		
	1 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		



Item	Qty	Description	Sell	Sell Total
	Class 150	Weight: 456 lbs total		
			ITEM TOTAL:	\$3,859.18
3	1 ea	CALIFORNIA COOKING Model No. EB270 Delivery and set in place "conditional"	\$150.00	\$150.00
			ITEM TOTAL:	\$150.00
			Merchandise	\$4,657.18
			Tax 9.125%	\$424.97
			Total	\$5,082.15

Prices Good Until: 06/18/2022

TERMS - To Be Determined

- In the event of terms granted by EBRS, any action deemed necessary to protect fully Lender's interest under the Agreement in accordance with the Uniform Commercial Code or other applicable law. Lender and any assignee of Lender is authorized to file one or more Uniform Commercial Code financing statements without the signature of the Borrower or signed by Lender or any assignee of Lender as attorney-in-fact for Borrower.
- All credit card transactions are subject to a 2% transaction fee. This fee can be waived for payment in full at the time of purchase.
- Prices are valid for 30 days.
- EBRS does not accept any liquidated damages.

Returns

- Returns must be received in 30 days in its original condition and carton.
- Special Order Items non-returnable.
- All returns will be subject to a 20% minimum restocking charge.
 - Restocking fees will be waived for items damaged in shipping or items shipped as a result of EBRS error.

Please note the following for Direct Shipments from Manufacturer:

- If there is damage to the outside of the carton, cartons must be refused by the receiver of record.
- All shipments must be inspected before signing the Bill of Lading, or must otherwise be signed as 'Pending inspection.'



NOTE: EAST BAY RESTAURANT SUPPLY, INC. and their manufacturers are not responsible for errors or omissions due to faulty specifications, or when an equipment schedule only has been provided.

Manufacturer's price increases are estimated approximately 5% per year. Installation based on Non-Union installers.

"This contract shall be deemed executed and enforceable in Alameda County, CA and any action to enforce the terms shall be venued in Alameda County, CA. All disputes on any lawsuits regarding interpretation or enforcement of this contract shall be venued in Alameda County, CA. On any amounts due and owing, interest shall accrue at the interest rate of 1.5% per month (18% per annum) East Bay Restaurant Supply, Inc shall be entitled to recover "reasonable" attorney fees and court costs on any unpaid amounts for collection cases."

Acceptance: _____ Date: _____

Printed Name: _____

Quote #
WQ 308048

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



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

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

QUOTE #
WQ 308048

Expires 6/17/2022

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
CBTR-VS-BKD	32 Gallon Verona Square Trash Receptacle With Green Steel Liner, Powder-Coated Black (10+ Units) Discount Applied	71	10	\$452.00	\$4,520.00
CBTR-VSR-BKD	32 Gallon Verona Square Recycling Receptacle With Blue Steel Liner, Powder-Coated Black (10+ Units) Discount Applied	66	10	\$445.00	\$4,450.00
Subtotal		1,370		Subtotal	\$8,970.00
				<input checked="" type="checkbox"/> 9.1250% Tax	\$818.52
				Shipping	\$4,375.93
				Grand Total	\$14,164.45

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First/Last Name	Marissa Van Patten	Ship To	Gilroy Unified School District
Company	Gilroy Unified School District	Address 1	220 Swanston Lane
Address 1	220 Swanston Lane	Address 2	
Address 2		City	Gilroy
City	Gilroy	State	CA
State	CA	Zip Code	95020
Zip Code	95020	Country	USA
Country	USA	Phone	408-612-2720
Phone	408-612-2720	Fax	
Fax		Contact	Marissa Van Patten
Email	marissa.vanpatten@gilroyunified.org	Email	marissa.vanpatten@gilroyunified.org

Additional Delivery Services

<input checked="" type="checkbox"/> Phone Call 24 Hours Prior to Delivery◇
<input type="checkbox"/> Delivery to Residential or Non-Commercial Truck Route Addresses
<input checked="" type="checkbox"/> Power Liftgate Service◇ - Driver will lower shipment from the truck to the ground (Only)
Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.
◇ Does Not apply to UPS shipments

Special Instructions

Intended Payment Method

 Visa <input type="radio"/>	 MasterCard <input type="radio"/>	 American Express <input type="radio"/>	 Discover <input type="radio"/>	 Check with Order <input type="radio"/>	 On Account <input type="radio"/>
--	--	--	--	--	--

Order Confirmation Method — **Customer Confirmation is Required to Complete Order**

<input checked="" type="radio"/> Email Order Confirmation	marissa.vanpatten@gmail.com
<input type="radio"/> Fax Order Confirmation	
<input type="radio"/> Customer Service Representative Call (M-F 8:00am - 4:30pm CST)	
What is the best day and time to call?	
Contact Name (If Different than 'Sold To')	Phone



1-800-295-5510
 uline.com
 customer.service@uline.com

**PRICING
 REQUEST**

REQUEST # PRC103333

Thank you for your interest in Uline!

PROVIDED TO: GILROY UNIFIED SCHOOL DISTRICT
 7810 ARROYO CIR
 GILROY CA 95020-7313

SHIP TO: GILROY UNIFIED SCHOOL DISTRICT
 ATTN FACILITIES
 240 SWANSTON LN
 GILROY CA 95020-4548

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
1817918			MOTOR FREIGHT - DC LOGISTICS	05/25/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
6	CT	H-1205WH-C	POLYURETHANE CASTERS FOR WIRE SHELVING UNITS - SET OF 4, CHROME 4/SET	72.00	432.00
6	EA	H-2942-63	CHROME WIRE SHELVING UNIT - 60 X 18 X 63"	218.00	1,308.00

SUB-TOTAL 1,740.00	SALES TAX 158.91	SHIPPING/HANDLING 83.63	TOTAL 1,982.54
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NOTE: _____
 ATTENTION: MARISSA VANPATTEN

RANDAZZO ENTERPRISES, INC.

2b

13550 BLACKIE ROAD
Castroville, CA 95012-3200
CA LIC # 471936

Phone (831) 633-4420
Fax (831) 633-4588

Date: May 1, 2020 (Revised May 5, 2022)

To: Gilroy Unified School District
Attn: Marissa

Email: marissa.vanpatten@gilroyunified.org

Project: 9225 Calle Del Rey, Gilroy

Demolition and removal to include the following:

1. Supply J# from BAAQMD and pay fee.
2. Double wide trailer.
3. Attached shade structure and three sheds.
4. Citrus tree in front of trailer.
5. Provide temp toilet and wash station.

Price includes all labor, equipment, and disposal fees.

Price: \$11,942.00

Add Alt I: Remove rear concrete patio.

Price: \$920.00

Add Alt II: Drain Freon from one AC unit.
(In revisit, I did not see one).

Price: \$600.00

Add Alt III: Major trimming of oak tree at front of property for
equipment and truck access.

Price: \$720.00

EXCLUSIONS AND OR GENERAL CONTRACTOR'S/ OWNER'S RESPONSIBILITY:

- (X) UTILITIES DISCONNECTED & CAPPED
- (X) ASBESTOS & HAZARDOUS MATERIALS
- (X) TEMP WATER FOR DUST CONTROL

- (X) LAYOUT
- (X) PORTABLE TOILET

- PAYMENT DUE WITHIN 30 DAYS OF COMPLETION OF PROJECT OR ADD 1.5%/MONTH THEREAFTER.
- NOT RESPONSIBLE FOR DAMAGE TO PUBLIC SIDEWALK, APRONS, CURB, GUTTER & PRIVATE DRIVEWAY OR ROADS DUE TO INGRESS & EGRESS.
- NOT RESPONSIBLE FOR DAMAGE TO UNKNOWN UNDERGROUND UTILITIES. SITE WILL BE USA'D
- IN THE EVENT OF A DISPUTE THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS.

SIGNED: _____ *Bill Lynch / kd* _____ DATED: ___ 5-5-22 _____

ACCEPTED BY: _____ DATED: _____

PRINT: _____

GROUND LEASE AND AGREEMENT

BETWEEN THE GILROY UNIFIED SCHOOL DISTRICT AND THE ARAMARK EDUCATIONAL RESOURCES, INC. D/B/A MEDALLION SCHOOL PARTNERSHIPS

By this Ground Lease and Agreement, the Gilroy Unified School District leases to the Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships land measuring approximately _____ square feet on the Antonio Del Buono School Site, in the City of Gilroy, County of Santa Clara, State of California, for the purpose of constructing and operating a childcare facility to serve Gilroy Unified School District students and families.

FACTS UPON WHICH THIS LEASE IS BASED

A. The Gilroy Unified School District ("District") is an elementary school district organized under the Constitution and laws of the State of California, and notably the California Education Code, with the power to lease its real property and to provide childcare facilities and services at school sites.

B. The Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships ("Medallion") is a licensed childcare provider with the power to lease real property, to construct and operate facilities, and to provide childcare services.

C. Medallion has provided childcare services to children and families of the Gilroy Unified School District for several years on all weekdays during the calendar year, including minimum days, but excluding legal holidays. The demand by District students and their families for Medallion's services is growing, and the parties expect this relationship to continue into the future.

D. District currently permits Medallion to use facilities at Antonio Del Buono and Luigi Elementary Schools for Medallion's childcare program. Due to District's need for space and the increased demand for childcare, District must reclaim facilities used by Medallion. Medallion also currently operates programs from relocatable facilities Medallion provides at El Roble and Rod Kelley schools. Medallion and District now propose that Medallion construct two new relocatable facilities to house Medallion's program on the grounds of Antonio Del Buono and Luigi Elementary Schools. The parties desire to provide for construction of the facility at Antonio Del Buono School ("Facility") and to allocate rights and responsibilities for the Facility once constructed. To this end, District and Medallion enter into this Ground Lease and Agreement ("Lease").

NOW District and Medallion agree as follows:

Article 1: Authority

1.01 District and Medallion enter this Lease pursuant to Section 17400, et seq., Article 2 of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code and specifically Section 17406.

Article 2: The Site

2.01 District shall lease to Medallion, and Medallion shall lease from District, that portion of the Antonio Del Buono School grounds more particularly described in Exhibit B (the "Site"). The Site meets the criteria specified in Education Code Section 17402 as that section reads on the date this ground lease and agreement is executed. District has reviewed its master plan and determined

that the Site meets the statutory requirements for a school building site and is not required for other educational purposes during the term of this Lease.

2.02 District agrees to deliver possession of the Site to Medallion no later than _____, 2002, free and clear of all liens, encumbrances, leases, rights, or possession by others.

2.03 Medallion agrees to use the Site solely for construction of the childcare Facility and operation of a childcare program ("Program") during the term of this Lease.

2.04 School playing field and other playgrounds are not included in this Lease. Medallion shall be entitled, however, to use these play areas and existing District play equipment located in these areas for Program functions, as long as Medallion's use is consistent with use by District, District lessees, and District permittees. Before using these areas and equipment, Medallion agrees to verify with District that the areas and equipment are available. Medallion agrees to maintain play areas and play equipment it uses in the same manner that this Lease requires it to maintain the Site.

2.05 Unusual use of the Property or District play areas or grounds, such as fairs, carnivals, or other unusual uses not consistent with Medallion's Program or normal operations, shall require District's prior written approval, which shall be conditioned upon proof of adequate and appropriate insurance coverage, availability of space, and appropriateness of the proposed use. Unless District and Medallion agree otherwise, Medallion shall submit its request for District's approval in

writing at least thirty (30) days before the proposed event or use. If District approves the use, Medallion shall post notice of its unusual use not less than ten (10) days before the event in a conspicuous place on-site, for public information, and shall promptly remove the notice at the conclusion of the unusual use.

2.06 Medallion shall share existing School parking facilities with District, District lessees, and District permittees. Medallion agrees to maintain parking facilities it uses in the same manner that this Lease requires it to maintain the Site.

2.07 Medallion shall pay all costs associated with construction and operation of the Facility, except that District will pay for site preparation work necessary to turn the site over to Medallion in a fully clean condition, free of debris, and will permit Medallion to tie into existing utility trenches. The parties intend that Medallion will provide the Facility and pay for its installation.

2.08 District shall provide any fire hydrants necessary for the site and Medallion's use. District assumes responsibility to maintain existing access to and facilities at the site.

2.09 Subject to limitations in this Lease, Medallion shall control operation of the Program, subject to District oversight and evaluation. Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner.

Article 3: Term

3.01 The term of this Lease shall be a period of twenty (20) years, commencing on August 1, 2002, and ending July 31, 2022, unless terminated sooner under the provisions of this Lease or extended as provided in Section 3.03.

3.02 Any holding over by Medallion after expiration of the term of this Lease without District approval shall not constitute a renewal or extension of the Lease. Upon expiration of the term, if the parties do not renew or extend the Lease, Medallion will promptly vacate and surrender to District the Site and Facility, in the condition required by Article 5.

3.03 At the expiration of the twenty-year term, Medallion and District may, by mutual agreement, renew the Lease for an additional period of five (5) years, with the rent to be set at fair market rate as of the renewal date. Medallion and District must finalize any renewal agreement ninety (90) days prior to the expiration of this Lease. Medallion and District may subsequently extend this Lease for an additional five-year period, under the terms and conditions of this Section 3.03, to a maximum total term of thirty (30) years.

3.04 If Medallion elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, District may require Medallion, at Medallion's own expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

3.05 If the District elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, Medallion may require District to purchase

the Facility based on the depreciation schedule described in Exhibit A and incorporated in this Agreement by reference. If Medallion elects this option, Medallion will transfer title of the Facility to District immediately after it receives payment from District. If District elects this option, Medallion will cooperate with District to ensure that title to the Facility is transferred to District as expeditiously as possible.

3.06 During the term of this Lease, Medallion shall provide childcare services at the Facility for District students and families, as provided in this Lease, and District shall require the provision of childcare services at the Facility.

Article 4: Rent

4.01 Medallion agrees to pay District the sum of one dollar (\$1) per year or partial year during the term of this Lease. At Medallion's election, rent may be paid annually, by August 1, or by the first of each month, or may be paid in total, for the twenty-year term of this Lease, by August 1, 2002.

Article 5: Ownership of Facility

5.00 Medallion agrees at all times to maintain in good standing any lease-purchase or other financing agreement relying on the Facility as security.

5.01 Any and all structures that Medallion places or erects on the Site as part of the Facility or otherwise under this Lease, as well as any alterations, additions, improvements, and fixtures that Medallion may make to those structures, shall be considered part of the real property of the premises. At the end of the Lease term, each of these structures and improvements shall remain on the

Site and title thereto shall vest in the District, except that District may require Medallion to remove, at its own expense, and without in any manner damaging the remaining structures or grounds, any alterations, additions, improvements, or fixtures added without District's written permission. All improvements remaining on the Site shall be surrendered in as good and clean condition as practicable, reasonable wear and tear excepted.

5.02 On the expiration of the Lease term, Medallion shall return the Site to District, free from any rights, claims, and liens of Medallion or any other person. At the same time, title to those structures and improvements remaining on the Site shall vest in the District, also free from any rights, claims, and liens of Medallion or any other person, and without any compensation therefor from District. Medallion agrees to take all steps, and pay all costs, necessary to effect a transfer of good title to District.

5.03 If the Lease is terminated before expiration of the term due to Medallion's default or Medallion's election to terminate the lease pursuant to Article 13, District shall have the following options:

(1) District may elect to pay Medallion the purchase amount shown in Exhibit A to this Lease. If District elects this option, Medallion will transfer title of the Facility to the District immediately after it receives payment from the District. If the District elects this option, Medallion will cooperate with District to ensure that title to the facility is transferred to District as expeditiously as possible.

(2) District may require Medallion, at Medallion's sole expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

5.04 If the Lease is terminated before expiration of the term due to District's default or District's election to terminate the lease pursuant to Article 13, Medallion may elect to require District to pay Medallion the purchase amount shown in Exhibit A to this Lease. If Medallion elects this option, Medallion will transfer title of the Facility to District immediately after it receives payment from District. If the Medallion elects this option, Medallion will cooperate with District to ensure that title to the Facility is transferred to District as expeditiously as possible.

Article 6: The Facility

6.01 The Facility shall consist of a portable building on a concrete or asphalt foundation at grade level.

6.02 District will oversee, and must approve, all aspects of construction of the Facility, including but not limited to, the selection of contractors, subcontractors, architects, and others involved in the construction. The District's approval will not be unreasonably withheld.

6.03 Medallion shall construct the Facility and its foundation according to plans and specifications approved by District and Medallion and incorporated into this Lease by this reference. Medallion warrants that these plans and specifications were prepared by a licensed architect, approved by the Office of the

State Architect, and meet all applicable California classroom building standards, including those set forth in Education Code Sections 17280-17374.

6.04 Before commencing construction, and in consultation with District, Medallion shall obtain all necessary permits and approvals required by law from governmental agencies having jurisdiction of the Site and the Facility, including any building, planning, and environmental approvals required for the Facility or its construction by any public agency with competent jurisdiction. District agrees to execute any documents, complete any applications, or provide any information in its possession required by Medallion in order to obtain required permits or approvals. Medallion is not responsible for conditions of grounds existing on or before the date the District delivers possession pursuant to Section 2.02 of this Agreement.

6.05 District and Medallion shall coordinate and jointly approve the construction schedule. Medallion shall give District ten (10) calendar days' advance written notice of the commencement of construction or site preparation work and/or the delivery of construction materials and equipment to the Site. District will provide Medallion with reasonable access to the Site for design and construction purposes. District shall designate days and hours for construction.

6.06 Unless District otherwise agrees, Medallion shall commence construction of the Facility no later than thirty (30) days after the date Medallion awards a contract for construction, pursuant to this ground lease and agreement. Unless District and Medallion agree otherwise, Medallion shall complete

construction of the Facility no later than ninety (90) days after construction commences.

6.07 The Facility shall be constructed in accordance with all applicable laws, ordinances, regulations, and orders of all federal, state, county, or local governmental entities having jurisdiction over the Site. Issuance of a valid final certificate of occupancy or equivalent shall be conclusive evidence that this obligation has been met.

6.08 Medallion shall require that all work on the Facility, including site preparation work, landscaping, utility installation, and building construction, be performed by a competent contractor ("Contractor") duly licensed under California law, in accordance with a written contract let in accordance with California public contracting law for school districts. All work performed on the Site and Facility pursuant to this Lease shall be performed and completed in a good workmanlike manner.

6.09 The Contractor engaged by Medallion to perform services in connection with the construction of the Facility shall furnish to Medallion:

6.09.1 A bond issued by an admitted surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price to secure the contractor's faithful performance of his contract with Medallion, subject to Public Contract Code Section 22300; and

6.09.2 A bond issued by an admitted surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of

the contract price to secure the payment of all claims for the performance of labor or services.

6.09.3 Medallion shall provide District with a copy of each bond received.

6.10 As a term and condition of this Agreement, Medallion agrees to require, as a term and condition of all construction contracts for work on the Facility and Site, that all craftsmen and workers employed in constructing the Facility shall be paid the relevant general prevailing wages for regular, holiday, or overtime work in the San Jose area, which rates are available for review in the County Office of Education.

6.11 As a term and condition of this Agreement, Medallion agrees to require, as a term and condition of all construction contracts for work of the Facility and Site, that the contractor and all employees who may enter the school site meet the fingerprinting requirements of Education Code Section 45125.1, or comply with the safety measures set forth in Education Code Section 45125.2.

6.12 Medallion further agrees to require that, as a term and condition of all construction contracts for work on the Facility and Site, all craftsmen and workers employed in constructing the Facility shall be permitted to work in excess of eight (8) hours during any calendar day only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

6.13 Medallion shall promptly pay and discharge or otherwise resolve all liens and claims of liens for labor, services, materials, supplies, or equipment in connection with construction of the Facility. District shall have the right to post and maintain on the Site, and to record as required by law, any notice of nonresponsibility required by the California mechanics' lien laws.

6.14 The construction contract shall provide that the final payment due to the Contractor under the contract, which shall be in an amount equal to at least ten percent (10%) of the total contract amount, shall not be paid to the Contractor until the later of:

6.14.1 Sixty (60) days following the date of completion of the work, as defined by Public Contract Code Section 7107(c); or

6.14.2 Settlement and discharge of all liens of record claimed by persons supplying labor or materials associated with construction of the Facility.

6.15 Medallion shall require Contractor to insure that construction operations and construction equipment do not obstruct access to or use of playgrounds, play equipment, parking facilities, walkways, driveways, or District grounds or buildings.

6.16 Medallion shall require Contractor to install appropriate fencing around the construction site, as approved by District.

6.17 Medallion shall not permit any deviation from approved plans, without District's prior written consent; nor shall Medallion make any alteration,

addition, or other physical change in the Facility after initial construction is completed without first obtaining District's written approval.

6.18 Medallion shall furnish and decorate the interior of the Facility according to its own specifications. Medallion shall complete the exterior in colors and finishes selected by District. Interior furnishings not affixed to the building shall remain Medallion's property and may be removed upon expiration of the Lease.

6.19 Locks and security systems for the Facility shall conform to District requirements and be integrated with current District systems, as the District may require. Medallion shall furnish the Facility with heat and air conditioning systems and with electrical, plumbing, sewer, telephone connections, and other utilities on which Medallion and District agree, all of which shall be adequate for Program operation and be compatible with existing District systems.

6.20 District shall have access to the Site and the Facility at all times during construction to inspect for the purpose of insuring that construction conforms to approved plans, is proceeding on schedule, and does not interfere with access to or use of District grounds, buildings, playgrounds, play equipment, parking facilities, walkways, or driveways. In addition, Medallion shall hire a certified inspector, who shall be responsible to the District Governing Board, to inspect and approve all construction under Education Code Section 17311, and to ensure that construction is conducted in accordance with the Department of State Architect's rules, regulations, and other requirements.

6.21 Medallion shall make no alterations or changes to the Facility without District's prior, express written consent.

6.22 Medallion shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property or Facility, except with District's prior knowledge and consent. Medallion shall promptly, at its own expense, take all necessary action to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim for which it is responsible, whenever the same shall arise. Medallion shall reimburse District for any expense District incurs in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim. When the Lease term expires, Medallion shall return the Property and Facility to District, free from any rights, claims, and liens of Medallion or any other person.

Article 7: Operation of Facility

7.01 Medallion will arrange and pay for its own telephone service. For sewer, water, garbage, and any other utilities furnished by the District, Medallion will pay District one hundred fifty dollars (\$150) per month adjusted annually on July 1, beginning July 1, 2003, by mutual agreement.

7.02 Medallion shall provide locks and security systems for the Facility, and a contact person to respond to calls. Medallion shall secure the Facility from unauthorized entry and from weather.

7.03 Medallion acknowledges that the Facility and Property are in good repair and order as of the execution of the Agreement.

7.04 During the term of this Lease, Medallion shall keep the Facility in a safe and clean condition and shall maintain the interior and exterior of the Facility in good order and repair. Medallion will be responsible for day-to-day cleaning and maintenance — including disposal of rubbish and debris — of the interior and exterior of the Facility and of school grounds and equipment Medallion uses. Throughout the term of this Lease, Medallion shall promptly repair any damage to the interior of the Facility and its windows, or other buildings, grounds, or equipment resulting from operation of the Program. Medallion shall also promptly repair any damage to the interior of the Facility or its windows resulting from vandalism or malicious mischief. Interior cleaning shall include, but not be limited to, appropriate and timely sweeping and vacuuming and cleaning walls, woodwork, counters, toilets, and sinks; replacing light bulbs; maintaining plumbing; washing windows; and yearly carpet cleaning. District shall promptly repair any graffiti or other damage to the outside of the building, excluding the windows.

7.05 If at any time District reasonably determines that Medallion is not adequately maintaining the Facility or site as required by this lease, District shall notify Medallion in writing, and Medallion shall have five (5) days after receiving that notice to make repairs or other maintenance or to commence such repairs or maintenance if more than five (5) days are required to complete them. If Medallion fails to complete or commence repairs or maintenance within the specified time, District may terminate this lease as provided in Section 11 and/or may enter the Facility and make repairs and charge the cost to Medallion as follows: cost of labor,

materials, and equipment, plus 10% overhead. Medallion shall pay these costs within ten (10) days following receipt of District's invoice.

7.06 Medallion shall ensure that the Facility meets the requirements of all applicable building or safety codes or laws at all times.

7.07 Medallion acknowledges that the Facility is a public school building subject to the California Civic Center Act, Education Code Section 38130, et seq. Medallion and District shall cooperate in making the Facility available for public use under that Act. Medallion also acknowledges that it shares the Antonio Del Buono School campus with other users, and agrees to cooperate with the District in determining priorities for users and in resolving conflicts regarding use of the Facility and District grounds, parking facilities, buildings, walkways, driveways, playgrounds, and play equipment. The District shall require proof of adequate insurance when Medallion requests such proof be provided.

7.08 District agrees to distribute Medallion's information about the Program monthly. Medallion agrees to have this information translated into Spanish and approved by District Office prior to distribution from Antonio Del Buono School. This distributed information will give notice to the parents of District students regarding the Program's availability and existence. Medallion will be permitted to have District-approved signage increasing visibility of the Program location during the duration of the Agreement. This signage will be provided at Medallion's expense. If the agreement is terminated, Medallion agrees to remove such signage within seventy-two (72) hours at Medallion's expense.

7.09 District shall exercise its best efforts to cooperate with Medallion and to share information and technical resources to assist Medallion in design, construction, and maintenance of the Facility. To this end, District shall make available its Assistant Superintendent, School District Maintenance and Operations Director, and other knowledgeable staff. Medallion may join with District on Facility-related improvement projects that benefit both Medallion and District. District may offer, and Medallion may accept, in-kind donations of technical assistance and support from District.

7.10 District shall not be responsible for damage or loss of Medallion's personal property or Medallion's clients' personal property stored or used on the Site or anywhere on District play areas or grounds.

7.11 District shall have the right to review and evaluate Program operations and Medallion's use of the Site at any time during the Lease term to ensure Medallion's compliance with this Lease.

7.12 Medallion will take all necessary and appropriate steps to insure that it does not discharge onto the Site or District grounds any substance known at the time of the discharge to contain a toxic waste. "Toxic waste" includes, but is not limited to, substances defined as "hazardous substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations adopted under those

laws; substances defined as "hazardous wastes" in California Health and Safety Code Section 25117 or as "hazardous substances" in California Health and Safety Code Section 25316 and regulations adopted under those sections; and any similar substance as defined and used in any similar environmental control law applicable to the Site or Facility and in any regulations adopted under such law.

7.13 If at any time during the term of this Lease the Facility is partially or completely destroyed by any cause whatsoever, but the District continues to operate an elementary school on the Antonio Del Buono School campus, District and Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it. If the parties cannot agree, Medallion shall promptly repair or replace the Facility, as necessary, in order to continue to operate the Program on the Site. If the Facility is partially or completely damaged and Antonio Del Buono School is simultaneously damaged to the degree that the District can no longer operate an elementary school on the Antonio Del Buono campus, District and Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it.

7.14 District reserves the right to enter the Site and the Facility at any reasonable time during the term of this Lease for the purpose of determining whether Medallion is complying with the terms and conditions of the Lease, whether the Facility is being maintained in a safe and clean manner, and to protect District's rights and obligations as a public school district.

Article 8: The Program

8.01 Medallion shall maintain its status as a California licensed childcare provider throughout the term of this Lease. If at any time Medallion's California license is suspended, revoked, or challenged by a state licensing agency, Medallion will immediately notify District in writing and provide District with a copy of any letters or other documents Medallion has received from the state or obtained from the state in connection with the suspension, revocation, or challenge. Medallion agrees to conduct its Program in a satisfactory manner. Medallion's failure to maintain a satisfactory Program as reasonably determined by the District shall constitute a breach of this Lease, and District shall immediately have the rights granted to District by Article 11 of this Lease.

8.02 Medallion will provide day care services ("the Program") at the Facility for Antonio Del Buono School children, and for other District school children as space allows, throughout the term of this Lease. Medallion will operate the Program throughout the term of this Lease in an efficient and professional manner that meets the needs of District families. Medallion shall be responsible for responding in a timely manner to parent or District complaints regarding Program operations and promptly correcting deficiencies, if any, in Program operations.

8.03 Medallion shall be responsible for employing all Program personnel. District will have no responsibility for Program employees' hiring, training, supervision, discipline, or other employment decisions. Medallion shall be responsible for providing workers' compensation insurance for Program employees.

Medallion shall be responsible for ensuring that all employees comply with all applicable fingerprinting requirements, including Education Code Section 45125.1.

8.04 District enters into this Lease on the express condition that Medallion shall use the Property solely for the purpose of providing childcare services. In performing under this Lease, Medallion agrees not to unlawfully exclude or unlawfully discriminate against any person on the basis of age, sex, race, color, national origin, ancestry, ethnic background or identification, creed, religion, marital status, parental status, sexual orientation, political affiliation, medical condition, or physical or mental disability, except that Medallion may use age to establish eligibility for its services if so provided in its license.

8.05 Medallion will operate its program year-round on week days, excluding legal holidays. District and Medallion shall determine together the days and hours of Program operation.

8.06 The Program shall be open to all District school children, with preference for children attending Antonio Del Buono School.

8.07 Medallion may charge a fee for childcare services. Tuition fees will reflect market rates charges by other licensed, quality providers in the area. Medallion reserves the right to increase or decrease the tuition rates at its sole discretion. Annual increases will reflect market rates. Medallion will accept Third Party reimbursement rates for qualified families. Medallion may establish monetary penalties for late payment of fees and for failure to pick up children from the Facility promptly at or before closing. Medallion will supervise children at the

Facility and on District property at all times, and ensure that children are not left unattended at the Facility or on District property. Medallion may also establish reasonable rules for drop off and pick up of children and for payment of fees and may refuse access to the Facility and the Program to families who violate or disregard the rules. Medallion will inform its clients about District rules for use of school grounds and equipment, including, but not limited to driveways and parking lots, and will ensure compliance with those rules.

8.08 Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner and to comply with all applicable federal, state, and local laws and regulations related to Medallion, the Site, or the program. Medallion shall designate a representative, in writing, to be responsible for day-to-day operations, maintenance, cleanliness, and general order.

Article 9: Insurance

9.01 Medallion shall provide, or shall require the Contractor to provide, course-of-construction insurance providing liability coverage of at least one million dollars (\$1,000,000) per occurrence and building insurance of at least the amount of Medallion's construction costs, both naming District as an additional insured.

9.02 Medallion shall maintain adequate liability insurance in the amount of at least one million dollars (\$1,000,000) covering Medallion's occupation and use of the Facility and of any owned, non-owned, leased, or hired automotive equipment used by Medallion or its employees in connection with Medallion's occupation and use of the Site or the Facility. That insurance shall name the District as an

additional insured and shall be primary. Any coverage maintained by District shall be in excess of the coverage required of Medallion under this Section and shall not contribute to Medallion's insurance. Liability insurance shall begin with the first day Medallion or its contractors, subcontractors, or agents enter District property in connection with site preparation, delivery of materials or equipment, or construction work on the Facility, and shall continue throughout the term of this Agreement.

9.03 Medallion shall ensure that appropriate and adequate workers' compensation insurance covering all persons engaged in construction of the Facility and operation of the Program is in effect at all times.

9.04 Medallion shall provide fire and "broad form" extended coverage property damage insurance for the Facility and its furnishings and fixtures, consistent with Education Code Section 17565, in an amount sufficient to replace them "to Code." Any loss payable will be used to repair, replace, or reconstruct the Facility, subject to Section 7.13 above.

9.05 On or before September 1, 2002, Medallion shall provide District with proof of all insurance required by this Lease.

Article 10: Indemnification

10.01 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of Medallion performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result

of the negligence or willful misconduct of District or of its officers, agents, or employees.

10.02 District shall hold harmless and indemnify Medallion and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of District performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result of the negligence or willful misconduct of Medallion or of its officers, agents, or employees.

10.03 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages that District may sustain or incur as a result of any breach of any representation or warranty of Medallion contained in this Agreement, or as the result of any failure by Medallion to perform any obligation stated in this Agreement.

10.04 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages arising out of any mechanics' liens for claims of labor or services performed or of materials, supplies, or equipment furnished to the Site or the Facility at the request of Medallion or its agents, employees, contractors, or subcontractors.

10.05 If either District or Medallion is made a party defendant to any litigation concerning this Lease or the Site or Facility or the occupancy of the Site or

Facility by the wrongful action of the other party, then the wrongful party agrees to indemnify and hold harmless the innocent party from all liability resulting from the litigation, including reasonable attorneys' fees and expenses incurred by the innocent party, whether or not the litigation is prosecuted to judgment.

10.06 The provisions of this Article shall survive expiration or sooner termination of this Lease.

Article 11: Default

11.01 The parties deem each of Medallion's obligations under this Lease to be material. Medallion defaults whenever it fails to cure or correct its failure to perform one or more of its obligations under this Lease within ten (10) days after receipt of written notice from District identifying the specific failure of performance and requesting that Medallion cure or correct the failure.

11.02 District defaults if: (1) it fails to deliver the Site to Medallion as promised in Section 2.02 above or (2) except as provided in Article 13, at any time during the term of this Lease, it notifies Medallion that childcare services are no longer required at the Site, and Medallion has performed all of its obligations under this Lease.

11.03 District shall have the right to immediately terminate all of Medallion's rights under this Lease in the event Medallion defaults in the performance of any of its obligations under this Lease, including but not limited to: (1) payment of any amount due or to become due under this Lease; and (2) operating the Program at the Facility in an efficient and professional manner as

reasonably determined by District. District exercises this right by delivering written notice of its decision to Medallion.

11.04 If District exercises its right under Section 11.03 to terminate Medallion's rights under this Lease, District shall have the options set forth in Section 5.03 of this Lease.

11.05 In the event of Medallion's default, whether or not District exercises its rights under Sections 11.03 and 11.04 above, District shall be entitled to any remedy available at law or equity for breach of a like term or condition.

11.06 In the event of District's default, Medallion shall be entitled to any remedy available at law or equity for breach of a like term or condition.

Article 12: No Assignment

12.01 Medallion shall have no power to assign this Lease or any of its obligations under this Lease without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.02 Medallion shall have no power to sublet the Site or to let the Facility without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.03 Medallion shall personally operate the Program unless the District approves the new operator, in writing. The District shall not unreasonably withhold its approval.

12.04 Both Medallion and any assignee or sublessee shall be responsible for meeting Medallion's lease obligations. Throughout the term of this lease, the

Site and the Facility shall be used for school purposes recognized by the California Education Code.

Article 13: Termination

13.01 This Lease may be terminated before the end of the term by District upon Medallion's default, as set out in Article 11 above.

13.02 Either party may terminate this Lease on July 31 of any lease year by giving the other party 180 days' written notice.

Article 14: Miscellaneous Provisions

14.01 District's waiver of any breach by Medallion of any provision of this Lease shall not constitute a continuing waiver or waiver of any subsequent breach by Medallion of the same or different provision of the Lease. District's acceptance of rent payments under this Lease shall not constitute a waiver of any provision of this Lease, whether or not District has actual or constructive knowledge of any breach of any Lease provision.

14.02 All notices required by this Lease may be sent by United States mail, postage pre-paid, to the parties as follows:

District:

Superintendent
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, California 95020
Facsimile: (408) 847-4717

Medallion:

Marcy Suntken
Aramark Educational Resources, Inc.
d/b/a Medallion School Partnerships
573 Park Point Drive
Golden Colorado 80401
Facsimile: (305) 526-7552

Any notices required by this Lease sent by facsimile transmission to the facsimile addresses above shall be considered received on the business day they are sent,

provided they are sent during business hours of the receiving party and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

14.03 Should it be necessary to litigate the parties' rights and obligations under this Lease or to the Site or Facility, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other damages that may be awarded.

14.04 The provisions of this Lease are severable, and if any provision is invalidated or found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, unless enforcement of those remaining provisions would be unreasonable or inequitable under all the circumstances or would frustrate the Lease's purposes.

14.05 This Lease and all matters relating to the Lease and the relationship between the parties that the Lease memorializes shall be construed according to the laws of the State of California.

14.07 This Lease may be amended only in writing, at any time, by mutual agreement of the parties. Amendments are not effective until approved by District's Governing Board.

14.08 Subject to the provisions of Article 12, the terms and conditions of this Lease shall be binding on and inure to the benefit of the parties' successors and assigns.

14.09 The Lease, including attached Exhibits A and B, constitutes the entire agreement between the parties respecting the Site and the Facility, and correctly sets forth the obligations of District and Medallion as of the date stated in Section 2.02. Any agreements or representations respecting the lease of the Facility or of the Site not expressly set forth in this Lease are null and void.

Article 15: Taxes

15.01 Medallion shall pay and discharge any property taxes and assessments levied on use and/or possessory interests that this Lease may create, whether the tax is assessed to District or Medallion. If District pays such tax or assessment, Medallion will promptly reimburse District for that payment, and Medallion's payment to District will discharge Medallion's obligation under this Section. Medallion shall pay any non-use penalty imposed in accordance with California Education Code Section 17219.

SO AGREED:

Approved by the Gilroy Unified School District Governing Board:

By: _____ Date: _____
President, Governing Board

By: _____ Date: _____
Clerk, Governing Board

Approved by Medallion:

By: Mary Smith Date: March 13, 2003
Designated Representative

Exhibit A

Antonio Del Buono
Revised 12/17/02

If The District Terminates The Lease During The Following Year Of The Agreement (Each year of the Agreement ends July 31 of each of the following years):	Amount District Must Pay To Medallion To Purchase The Facility
2003	\$300,000
2004	\$260,000
2005	\$220,000
2006	\$180,000
2007	\$140,000
2008	\$100,000
2009	\$80,000
2010	\$70,000
2011	\$60,000
2012	\$50,000
2013	\$40,000
2014	\$35,000
2015	\$30,000
2016	\$25,000
2017	\$20,000
2018	\$15,000
2019	\$10,000
2020	\$5,000
2021	\$0
2022	\$0

Exhibit B

[Attach a map of school site showing where the portable unit will be located.]

GROUND LEASE AND AGREEMENT

**BETWEEN THE GILROY UNIFIED SCHOOL DISTRICT
AND THE ARAMARK EDUCATIONAL RESOURCES, INC. D/B/A
MEDALLION SCHOOL PARTNERSHIPS**

By this Ground Lease and Agreement, the Gilroy Unified School District leases to the Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships land measuring approximately _____ square feet on the Luigi Aprea School Site, in the City of Gilroy, County of Santa Clara, State of California, for the purpose of constructing and operating a childcare facility to serve Gilroy Unified School District students and families.

FACTS UPON WHICH THIS LEASE IS BASED

A. The Gilroy Unified School District ("District") is an elementary school district organized under the Constitution and laws of the State of California, and notably the California Education Code, with the power to lease its real property and to provide childcare facilities and services at school sites.

B. The Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships ("Medallion") is a licensed childcare provider with the power to lease real property, to construct and operate facilities, and to provide childcare services.

C. Medallion has provided childcare services to children and families of the Gilroy Unified School District for several years on all weekdays during the calendar year, including minimum days, but excluding legal holidays. The demand by District students and their families for Medallion's services is growing, and the parties expect this relationship to continue into the future.

D. District currently permits Medallion to use facilities at Antonio Del Buono and Luigi Elementary Schools for Medallion's childcare program. Due to District's need for space and the increased demand for childcare, District must reclaim facilities used by Medallion. Medallion also currently operates programs from relocatable facilities Medallion provides at El Roble and Rod Kelley schools. Medallion and District now propose that Medallion construct two new relocatable facilities to house Medallion's program on the grounds of Antonio Del Buono and Luigi Elementary Schools. The parties desire to provide for construction of the facility at Luigi Aprea ("Facility") and to allocate rights and responsibilities for the Facility once constructed. To this end, District and Medallion enter into this Ground Lease and Agreement ("Lease").

NOW District and Medallion agree as follows:

Article 1: Authority

1.01 District and Medallion enter this Lease pursuant to Section 17400, et seq., Article 2 of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code and specifically Section 17406.

Article 2: The Site

2.01 District shall lease to Medallion, and Medallion shall lease from District, that portion of the Luigi Aprea School grounds more particularly described in Exhibit B (the "Site"). The Site meets the criteria specified in Education Code Section 17402 as that section reads on the date this ground lease and agreement is executed. District has reviewed its master plan and determined that the Site meets

the statutory requirements for a school building site and is not required for other educational purposes during the term of this Lease.

2.02 District agrees to deliver possession of the Site to Medallion no later than _____, 2002, free and clear of all liens, encumbrances, leases, rights, or possession by others.

2.03 Medallion agrees to use the Site solely for construction of the childcare Facility and operation of a childcare program ("Program") during the term of this Lease.

2.04 School playing field and other playgrounds are not included in this Lease. Medallion shall be entitled, however, to use these play areas and existing District play equipment located in these areas for Program functions, as long as Medallion's use is consistent with use by District, District lessees, and District permittees. Before using these areas and equipment, Medallion agrees to verify with District that the areas and equipment are available. Medallion agrees to maintain play areas and play equipment it uses in the same manner that this Lease requires it to maintain the Site.

2.05 Unusual use of the Property or District play areas or grounds, such as fairs, carnivals, or other unusual uses not consistent with Medallion's Program or normal operations, shall require District's prior written approval, which shall be conditioned upon proof of adequate and appropriate insurance coverage, availability of space, and appropriateness of the proposed use. Unless District and Medallion agree otherwise, Medallion shall submit its request for District's approval in

writing at least thirty (30) days before the proposed event or use. If District approves the use, Medallion shall post notice of its unusual use not less than ten (10) days before the event in a conspicuous place on-site, for public information, and shall promptly remove the notice at the conclusion of the unusual use.

2.06 Medallion shall share existing School parking facilities with District, District lessees, and District permittees. Medallion agrees to maintain parking facilities it uses in the same manner that this Lease requires it to maintain the Site.

2.07 Medallion shall pay all costs associated with construction and operation of the Facility, except that District will pay for site preparation work necessary to turn the site over to Medallion in a fully clean condition, free of debris. The parties intend that Medallion will provide the Facility and pay for its installation.

2.08 District shall provide any fire hydrants necessary for the site and Medallion's use. District assumes responsibility to maintain existing access to and facilities at the site.

2.09 Subject to limitations in this Lease, Medallion shall control operation of the Program, subject to District oversight and evaluation. Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner.

Article 3: Term

3.01 The term of this Lease shall be a period of twenty (20) years, commencing on August 1, 2002, and ending July 31, 2022, unless terminated sooner under the provisions of this Lease or extended as provided in Section 3.08.

3.02 Any holding over by Medallion after expiration of the term of this Lease without District approval shall not constitute a renewal or extension of the Lease. Upon expiration of the term, if the parties do not renew or extend the Lease, Medallion will promptly vacate and surrender to District the Site and Facility, in the condition required by Article 5.

3.03 At the expiration of the twenty-year term, Medallion and District may, by mutual agreement, renew the Lease for an additional period of five (5) years, with the rent to be set at fair market rate as of the renewal date. Medallion and District must finalize any renewal agreement ninety (90) days prior to the expiration of this Lease. Medallion and District may subsequently extend this Lease for an additional five-year period, under the terms and conditions of this Section 3.03, to a maximum total term of thirty (30) years.

3.04 If Medallion elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, District may require Medallion, at Medallion's own expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

3.05 If the District elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, Medallion may require District to purchase

the Facility based on the depreciation schedule described in Exhibit A and incorporated in this Agreement by reference. If Medallion elects this option, Medallion will transfer title of the Facility to District immediately after it receives payment from District. If District elects this option, Medallion will cooperate with District to ensure that title to the Facility is transferred to District as expeditiously as possible.

3.06 During the term of this Lease, Medallion shall provide childcare services at the Facility for District students and families, as provided in this Lease, and District shall require the provision of childcare services at the Facility.

Article 4: Rent

4.01 Medallion agrees to pay District the sum of one dollar (\$1) per year or partial year during the term of this Lease. At Medallion's election, rent may be paid annually, by August 1, or by the first of each month, or may be paid in total, for the twenty-year term of this Lease, by August 1, 2002.

Article 5: Ownership of Facility

5.00 Medallion agrees at all times to maintain in good standing any lease-purchase or other financing agreement relying on the Facility as security.

5.01 Any and all structures that Medallion places or erects on the Site as part of the Facility or otherwise under this Lease, as well as any alterations, additions, improvements, and fixtures that Medallion may make to those structures, shall be considered part of the real property of the premises. At the end of the Lease term, each of these structures and improvements shall remain on the

Site and title thereto shall vest in the District, except that District may require Medallion to remove, at its own expense, and without in any manner damaging the remaining structures or grounds, any alterations, additions, improvements, or fixtures added without District's written permission. All improvements remaining on the Site shall be surrendered in as good and clean condition as practicable, reasonable wear and tear excepted.

5.02 On the expiration of the Lease term, Medallion shall return the Site to District, free from any rights, claims, and liens of Medallion or any other person. At the same time, title to those structures and improvements remaining on the Site shall vest in the District, also free from any rights, claims, and liens of Medallion or any other person, and without any compensation therefor from District. Medallion agrees to take all steps, and pay all costs, necessary to effect a transfer of good title to District.

5.03 If the Lease is terminated before expiration of the term due to Medallion's default or Medallion's election to terminate the lease pursuant to Article 13, District shall have the following options:

(1) District may elect to pay Medallion the purchase amount shown in Exhibit A to this Lease. If District elects this option, Medallion will transfer title of the Facility to the District immediately after it receives payment from the District. If the District elects this option, Medallion will cooperate with District to ensure that title to the facility is transferred to District as expeditiously as possible.

(2) District may require Medallion, at Medallion's sole expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

5.04 If the Lease is terminated before expiration of the term due to District's default or District's election to terminate the lease pursuant to Article 13, Medallion may elect to require District to pay Medallion the purchase amount shown in Exhibit A to this Lease. If Medallion elects this option, Medallion will transfer title of the Facility to District immediately after it receives payment from District. If the Medallion elects this option, Medallion will cooperate with District to ensure that title to the Facility is transferred to District as expeditiously as possible.

Article 6: The Facility

6.01 The Facility shall consist of a portable building on a concrete or asphalt foundation at grade level.

6.02 District will oversee, and must approve, all aspects of construction of the Facility, including but not limited to, the selection of contractors, subcontractors, architects, and others involved in the construction. The District's approval will not be unreasonably withheld.

6.03 Medallion shall construct the Facility and its foundation according to plans and specifications approved by District and Medallion and incorporated into this Lease by this reference. Medallion warrants that these plans and specifications were prepared by a licensed architect, approved by the Office of the

State Architect, and meet all applicable California classroom building standards, including those set forth in Education Code Sections 17280-17374.

6.04 Before commencing construction, and in consultation with District, Medallion shall obtain all necessary permits and approvals required by law from governmental agencies having jurisdiction of the Site and the Facility, including any building, planning, and environmental approvals required for the Facility or its construction by any public agency with competent jurisdiction. District agrees to execute any documents, complete any applications, or provide any information in its possession required by Medallion in order to obtain required permits or approvals. Medallion is not responsible for conditions of grounds existing on or before the date the District delivers possession pursuant to Section 2.02 of this Agreement.

6.05 District and Medallion shall coordinate and jointly approve the construction schedule. Medallion shall give District ten (10) calendar days' advance written notice of the commencement of construction or site preparation work and/or the delivery of construction materials and equipment to the Site. District will provide Medallion with reasonable access to the Site for design and construction purposes. District shall designate days and hours for construction.

6.06 Unless District otherwise agrees, Medallion shall commence construction of the Facility no later than thirty (30) days after the date Medallion awards a contract for construction, pursuant to this ground lease and agreement. Unless District and Medallion agree otherwise, Medallion shall complete

construction of the Facility no later than ninety (90) days after construction commences.

6.07 The Facility shall be constructed in accordance with all applicable laws, ordinances, regulations, and orders of all federal, state, county, or local governmental entities having jurisdiction over the Site. Issuance of a valid final certificate of occupancy or equivalent shall be conclusive evidence that this obligation has been met.

6.08 Medallion shall require that all work on the Facility, including site preparation work, landscaping, utility installation, and building construction, be performed by a competent contractor ("Contractor") duly licensed under California law, in accordance with a written contract let in accordance with California public contracting law for school districts. All work performed on the Site and Facility pursuant to this Lease shall be performed and completed in a good workmanlike manner.

6.09 The Contractor engaged by Medallion to perform services in connection with the construction of the Facility shall furnish to Medallion:

6.09.1 A bond issued by an admitted surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract price to secure the contractor's faithful performance of his contract with Medallion, subject to Public Contract Code Section 22300; and

6.09.2 A bond issued by an admitted surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of

the contract price to secure the payment of all claims for the performance of labor or services.

6.09.3 Medallion shall provide District with a copy of each bond received.

6.10 As a term and condition of this Agreement, Medallion agrees to require, as a term and condition of all construction contracts for work on the Facility and Site, that all craftsmen and workers employed in constructing the Facility shall be paid the relevant general prevailing wages for regular, holiday, or overtime work in the San Jose area, which rates are available for review in the County Office of Education.

6.11 As a term and condition of this Agreement, Medallion agrees to require, as a term and condition of all construction contracts for work of the Facility and Site, that the contractor and all employees who may enter the school site meet the fingerprinting requirements of Education Code Section 45125.1, or comply with the safety measures set forth in Education Code Section 45125.2.

6.12 Medallion further agrees to require that, as a term and condition of all construction contracts for work on the Facility and Site, all craftsmen and workers employed in constructing the Facility shall be permitted to work in excess of eight (8) hours during any calendar day only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

6.13 Medallion shall promptly pay and discharge or otherwise resolve all liens and claims of liens for labor, services, materials, supplies, or equipment in connection with construction of the Facility. District shall have the right to post and maintain on the Site, and to record as required by law, any notice of nonresponsibility required by the California mechanics' lien laws.

6.14 The construction contract shall provide that the final payment due to the Contractor under the contract, which shall be in an amount equal to at least ten percent (10%) of the total contract amount, shall not be paid to the Contractor until the later of:

6.14.1 Sixty (60) days following the date of completion of the work, as defined by Public Contract Code Section 7107(c); or

6.14.2 Settlement and discharge of all liens of record claimed by persons supplying labor or materials associated with construction of the Facility.

6.15 Medallion shall require Contractor to insure that construction operations and construction equipment do not obstruct access to or use of playgrounds, play equipment, parking facilities, walkways, driveways, or District grounds or buildings.

6.16 Medallion shall require Contractor to install appropriate fencing around the construction site, as approved by District.

6.17 Medallion shall not permit any deviation from approved plans, without District's prior written consent; nor shall Medallion make any alteration,

addition, or other physical change in the Facility after initial construction is completed without first obtaining District's written approval.

6.18 Medallion shall furnish and decorate the interior of the Facility according to its own specifications. Medallion shall complete the exterior in colors and finishes selected by District. Interior furnishings not affixed to the building shall remain Medallion's property and may be removed upon expiration of the Lease.

6.19 Locks and security systems for the Facility shall conform to District requirements and be integrated with current District systems, as the District may require. Medallion shall furnish the Facility with heat and air conditioning systems and with electrical, plumbing, sewer, telephone connections, and other utilities on which Medallion and District agree, all of which shall be adequate for Program operation and be compatible with existing District systems.

6.20 District shall have access to the Site and the Facility at all times during construction to inspect for the purpose of insuring that construction conforms to approved plans, is proceeding on schedule, and does not interfere with access to or use of District grounds, buildings, playgrounds, play equipment, parking facilities, walkways, or driveways. In addition, Medallion shall hire a certified inspector, who shall be responsible to the District Governing Board, to inspect and approve all construction under Education Code Section 17311, and to ensure that construction is conducted in accordance with the Department of State Architect's rules, regulations, and other requirements.

6.21 Medallion shall make no alterations or changes to the Facility without District's prior, express written consent.

6.22 Medallion shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property or Facility, except with District's prior knowledge and consent. Medallion shall promptly, at its own expense, take all necessary action to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim for which it is responsible, whenever the same shall arise. Medallion shall reimburse District for any expense District incurs in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim. When the Lease term expires, Medallion shall return the Property and Facility to District, free from any rights, claims, and liens of Medallion or any other person.

Article 7: Operation of Facility

7.01 Medallion will arrange and pay for its own telephone service. For sewer, water, garbage, and any other utilities furnished by the District, Medallion will pay District one hundred fifty dollars (\$150) per month adjusted annually on July 1, beginning July 1, 2003, by mutual agreement.

7.02 Medallion shall provide locks and security systems for the Facility, and a contact person to respond to calls. Medallion shall secure the Facility from unauthorized entry and from weather.

7.03 Medallion acknowledges that the Facility and Property are in good repair and order as of the execution of the Agreement.

7.04 During the term of this Lease, Medallion shall keep the Facility in a safe and clean condition and shall maintain the interior and exterior of the Facility in good order and repair. Medallion will be responsible for day-to-day cleaning and maintenance — including disposal of rubbish and debris — of the interior and exterior of the Facility and of school grounds and equipment Medallion uses. Throughout the term of this Lease, Medallion shall promptly repair any damage to the interior of the Facility and its windows, or other buildings, grounds, or equipment resulting from operation of the Program. Medallion shall also promptly repair any damage to the interior of the Facility or its windows resulting from vandalism or malicious mischief. Interior cleaning shall include, but not be limited to, appropriate and timely sweeping and vacuuming and cleaning walls, woodwork, counters, toilets, and sinks; replacing light bulbs; maintaining plumbing; washing windows; and yearly carpet cleaning. District shall promptly repair any graffiti or other damage to the outside of the building, excluding the windows.

7.05 If at any time District reasonably determines that Medallion is not adequately maintaining the Facility or site as required by this lease, District shall notify Medallion in writing, and Medallion shall have five (5) days after receiving that notice to make repairs or other maintenance or to commence such repairs or maintenance if more than five (5) days are required to complete them. If Medallion fails to complete or commence repairs or maintenance within the specified time, District may terminate this lease as provided in Section 11 and/or may enter the Facility and make repairs and charge the cost to Medallion as follows: cost of labor,

materials, and equipment, plus 10% overhead. Medallion shall pay these costs within ten (10) days following receipt of District's invoice.

7.06 Medallion shall ensure that the Facility meets the requirements of all applicable building or safety codes or laws at all times.

7.07 Medallion acknowledges that the Facility is a public school building subject to the California Civic Center Act, Education Code Section 38130, et seq. Medallion and District shall cooperate in making the Facility available for public use under that Act. Medallion also acknowledges that it shares the Luigi Aperia School campus with other users, and agrees to cooperate with the District in determining priorities for users and in resolving conflicts regarding use of the Facility and District grounds, parking facilities, buildings, walkways, driveways, playgrounds, and play equipment. The District will require proof of adequate insurance when Medallion requests such proof be provided.

7.08 District agrees to distribute Medallion's information about the Program monthly. Medallion agrees to have this information translated into Spanish and approved by District Office prior to distribution from Luigi Aperia School. This distributed information will give notice to the parents of District students regarding the Program's availability and existence. Medallion will be permitted to have District-approved signage increasing visibility of the Program location during the duration of the Agreement. This signage will be provided at Medallion's expense. If the agreement is terminated, Medallion agrees to remove such signage within seventy-two (72) hours at Medallion's expense.

7.09 District shall exercise its best efforts to cooperate with Medallion and to share information and technical resources to assist Medallion in design, construction, and maintenance of the Facility. To this end, District shall make available its Assistant Superintendent, School District Maintenance and Operations Director, and other knowledgeable staff. Medallion may join with District on Facility-related improvement projects that benefit both Medallion and District. District may offer, and Medallion may accept, in-kind donations of technical assistance and support from District.

7.10 District shall not be responsible for damage or loss of Medallion's personal property or Medallion's clients' personal property stored or used on the Site or anywhere on District play areas or grounds.

7.11 District shall have the right to review and evaluate Program operations and Medallion's use of the Site at any time during the Lease term to ensure Medallion's compliance with this Lease.

7.12 Medallion will take all necessary and appropriate steps to insure that it does not discharge onto the Site or District grounds any substance known at the time of the discharge to contain a toxic waste. "Toxic waste" includes, but is not limited to, substances defined as "hazardous substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations adopted under those

laws; substances defined as "hazardous wastes" in California Health and Safety Code Section 25117 or as "hazardous substances" in California Health and Safety Code Section 25316 and regulations adopted under those sections; and any similar substance as defined and used in any similar environmental control law applicable to the Site or Facility and in any regulations adopted under such law.

7.13 If at any time during the term of this Lease the Facility is partially or completely destroyed by any cause whatsoever, but the District continues to operate an elementary school on the Luigi Aprea School campus, District and Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it. If the parties cannot agree, Medallion shall promptly repair or replace the Facility, as necessary, in order to continue to operate the Program on the Site. If the Facility is partially or completely damaged and Luigi Aprea School is simultaneously damaged to the degree that the District can no longer operate an elementary school on the Luigi Aprea campus, District and Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it.

7.14 District reserves the right to enter the Site and the Facility at any reasonable time during the term of this Lease for the purpose of determining whether Medallion is complying with the terms and conditions of the Lease, whether the Facility is being maintained in a safe and clean manner, and to protect District's rights and obligations as a public school district.

Article 8: The Program

8.01 Medallion shall maintain its status as a California licensed childcare provider throughout the term of this Lease. If at any time Medallion's California license is suspended, revoked, or challenged by a state licensing agency, Medallion will immediately notify District in writing and provide District with a copy of any letters or other documents Medallion has received from the state or obtained from the state in connection with the suspension, revocation, or challenge. Medallion agrees to conduct its Program in a satisfactory manner. Medallion's failure to maintain a satisfactory Program as reasonably determined by the District shall constitute a breach of this Lease, and District shall immediately have the rights granted to District by Article 11 of this Lease.

8.02 Medallion will provide day care services ("the Program") at the Facility for Luigi Aprea School children, and for other District school children as space allows, throughout the term of this Lease. Medallion will operate the Program throughout the term of this Lease in an efficient and professional manner that meets the needs of District families. Medallion shall be responsible for responding in a timely manner to parent or District complaints regarding Program operations and promptly correcting deficiencies, if any, in Program operations.

8.03 Medallion shall be responsible for employing all Program personnel. District will have no responsibility for Program employees' hiring, training, supervision, discipline, or other employment decisions. Medallion shall be responsible for providing workers' compensation insurance for Program employees.

Medallion shall be responsible for ensuring that all employees comply with all applicable fingerprinting requirements, including Education Code Section 45125.1.

8.04 District enters into this Lease on the express condition that Medallion shall use the Property solely for the purpose of providing childcare services. In performing under this Lease, Medallion agrees not to unlawfully exclude or unlawfully discriminate against any person on the basis of age, sex, race, color, national origin, ancestry, ethnic background or identification, creed, religion, marital status, parental status, sexual orientation, political affiliation, medical condition, or physical or mental disability, except that Medallion may use age to establish eligibility for its services if so provided in its license.

8.05 Medallion will operate its program year-round on week days, excluding legal holidays. District and Medallion shall determine together the days and hours of Program operation.

8.06 The Program shall be open to all District school children, with preference for children attending Luigi Aprea School.

8.07 Medallion may charge a fee for childcare services. Tuition fees will reflect market rates charges by other licensed, quality providers in the area. Medallion reserves the right to increase or decrease the tuition rates at its sole discretion. Annual increases will reflect market rates. Medallion will accept Third Party reimbursement rates for qualified families. Medallion may establish monetary penalties for late payment of fees and for failure to pick up children from the Facility promptly at or before closing. Medallion will supervise children at the

Facility and on District property at all times, and ensure that children are not left unattended at the Facility or on District property. Medallion may also establish reasonable rules for drop off and pick up of children and for payment of fees and may refuse access to the Facility and the Program to families who violate or disregard the rules. Medallion will inform its clients about District rules for use of school grounds and equipment, including, but not limited to driveways and parking lots, and will ensure compliance with those rules.

8.08 Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner and to comply with all applicable federal, state, and local laws and regulations related to Medallion, the Site, or the program. Medallion shall designate a representative, in writing, to be responsible for day-to-day operations, maintenance, cleanliness, and general order.

Article 9: Insurance

9.01 Medallion shall provide, or shall require the Contractor to provide, course-of-construction insurance providing liability coverage of at least one million dollars (\$1,000,000) per occurrence and building insurance of at least the amount of Medallion's construction costs, both naming District as an additional insured.

9.02 Medallion shall maintain adequate liability insurance in the amount of at least one million dollars (\$1,000,000) covering Medallion's occupation and use of the Facility and of any owned, non-owned, leased, or hired automotive equipment used by Medallion or its employees in connection with Medallion's occupation and use of the Site or the Facility. That insurance shall name the District as an

additional insured and shall be primary. Any coverage maintained by District shall be in excess of the coverage required of Medallion under this Section and shall not contribute to Medallion's insurance. Liability insurance shall begin with the first day Medallion or its contractors, subcontractors, or agents enter District property in connection with site preparation, delivery of materials or equipment, or construction work on the Facility, and shall continue throughout the term of this Agreement.

9.03 Medallion shall ensure that appropriate and adequate workers' compensation insurance covering all persons engaged in construction of the Facility and operation of the Program is in effect at all times.

9.04 Medallion shall provide fire and "broad form" extended coverage property damage insurance for the Facility and its furnishings and fixtures, consistent with Education Code Section 17565, in an amount sufficient to replace them "to Code." Any loss payable will be used to repair, replace, or reconstruct the Facility, subject to Section 7.13 above.

9.05 On or before September 1, 2002, Medallion shall provide District with proof of all insurance required by this Lease.

Article 10: Indemnification

10.01 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of Medallion performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result

of the negligence or willful misconduct of District or of its officers, agents, or employees.

10.02 District shall hold harmless and indemnify Medallion and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of District performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result of the negligence or willful misconduct of Medallion or of its officers, agents, or employees.

10.03 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages that District may sustain or incur as a result of any breach of any representation or warranty of Medallion contained in this Agreement, or as the result of any failure by Medallion to perform any obligation stated in this Agreement.

10.04 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages arising out of any mechanics' liens for claims of labor or services performed or of materials, supplies, or equipment furnished to the Site or the Facility at the request of Medallion or its agents, employees, contractors, or subcontractors.

10.05 If either District or Medallion is made a party defendant to any litigation concerning this Lease or the Site or Facility or the occupancy of the Site or

Facility by the wrongful action of the other party, then the wrongful party agrees to indemnify and hold harmless the innocent party from all liability resulting from the litigation, including reasonable attorneys' fees and expenses incurred by the innocent party, whether or not the litigation is prosecuted to judgment.

10.06 The provisions of this Article shall survive expiration or sooner termination of this Lease.

Article 11: Default

11.01 The parties deem each of Medallion's obligations under this Lease to be material. Medallion defaults whenever it fails to cure or correct its failure to perform one or more of its obligations under this Lease within ten (10) days after receipt of written notice from District identifying the specific failure of performance and requesting that Medallion cure or correct the failure.

11.02 District defaults if: (1) it fails to deliver the Site to Medallion as promised in Section 2.02 above or (2) except as provided in Article 13, at any time during the term of this Lease, it notifies Medallion that childcare services are no longer required at the Site, and Medallion has performed all of its obligations under this Lease.

11.03 District shall have the right to immediately terminate all of Medallion's rights under this Lease in the event Medallion defaults in the performance of any of its obligations under this Lease, including but not limited to: (1) payment of any amount due or to become due under this Lease; and (2) operating the Program at the Facility in an efficient and professional manner as

reasonably determined by District. District exercises this right by delivering written notice of its decision to Medallion.

11.04 If District exercises its right under Section 11.03 to terminate Medallion's rights under this Lease, District shall have the options set forth in Section 5.03 of this Lease.

11.05 In the event of Medallion's default, whether or not District exercises its rights under Sections 11.03 and 11.04 above, District shall be entitled to any remedy available at law or equity for breach of a like term or condition.

11.06 In the event of District's default, Medallion shall be entitled to any remedy available at law or equity for breach of a like term or condition.

Article 12: No Assignment

12.01 Medallion shall have no power to assign this Lease or any of its obligations under this Lease without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.02 Medallion shall have no power to sublet the Site or to let the Facility without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.03 Medallion shall personally operate the Program unless the District approves the new operator, in writing. The District shall not unreasonably withhold its approval.

12.04 Both Medallion and any assignee or sublessee shall be responsible for meeting Medallion's lease obligations. Throughout the term of this lease, the

Site and the Facility shall be used for school purposes recognized by the California Education Code.

Article 13: Termination

13.01 This Lease may be terminated before the end of the term by District upon Medallion's default, as set out in Article 11 above.

13.02 Either party may terminate this Lease on July 31 of any lease year by giving the other party 180 days' written notice.

Article 14: Miscellaneous Provisions

14.01 District's waiver of any breach by Medallion of any provision of this Lease shall not constitute a continuing waiver or waiver of any subsequent breach by Medallion of the same or different provision of the Lease. District's acceptance of rent payments under this Lease shall not constitute a waiver of any provision of this Lease, whether or not District has actual or constructive knowledge of any breach of any Lease provision.

14.02 All notices required by this Lease may be sent by United States mail, postage pre-paid, to the parties as follows:

District:

Superintendent
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, California 95020
Facsimile: (408) 847-4717

Medallion:

Marcy Suntken
Aramark Educational Resources, Inc.
d/b/a Medallion School Partnerships
573 Park Point Drive
Golden Colorado 80401
Facsimile: (305) 526-7552

Any notices required by this Lease sent by facsimile transmission to the facsimile addresses above shall be considered received on the business day they are sent,

provided they are sent during business hours of the receiving party and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

14.03 Should it be necessary to litigate the parties' rights and obligations under this Lease or to the Site or Facility, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other damages that may be awarded.

14.04 The provisions of this Lease are severable, and if any provision is invalidated or found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, unless enforcement of those remaining provisions would be unreasonable or inequitable under all the circumstances or would frustrate the Lease's purposes.

14.05 This Lease and all matters relating to the Lease and the relationship between the parties that the Lease memorializes shall be construed according to the laws of the State of California.

14.07 This Lease may be amended only in writing, at any time, by mutual agreement of the parties. Amendments are not effective until approved by District's Governing Board.

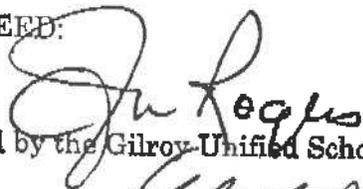
14.08 Subject to the provisions of Article 12, the terms and conditions of this Lease shall be binding on and inure to the benefit of the parties' successors and assigns.

14.09 The Lease, including attached Exhibits A and B, constitutes the entire agreement between the parties respecting the Site and the Facility, and correctly sets forth the obligations of District and Medallion as of the date stated in Section 2.02. Any agreements or representations respecting the lease of the Facility or of the Site not expressly set forth in this Lease are null and void.

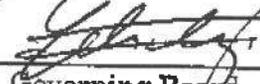
Article 15: Taxes

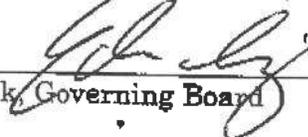
15.01 Medallion shall pay and discharge any property taxes and assessments levied on use and/or possessory interests that this Lease may create, whether the tax is assessed to District or Medallion. If District pays such tax or assessment, Medallion will promptly reimburse District for that payment, and Medallion's payment to District will discharge Medallion's obligation under this Section. Medallion shall pay any non-use penalty imposed in accordance with California Education Code Section 17219.

SO AGREED:



Approved by the Gilroy Unified School District Governing Board:

By:  Date: 3/25/03
President, Governing Board

By:  Date: 3/20/03
Clerk, Governing Board

Approved by Medallion:

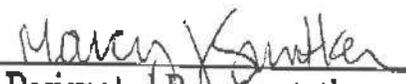
By:  Date: March 13, 2003
Designated Representative

Exhibit A

Luigi Aprea Revised 12/17/02

<p>If The District Terminates The Lease During The Following Year Of The Agreement</p> <p>(Each year of the Agreement ends July 31 of each of the following years):</p>	<p>Amount District Must Pay To Medallion To Purchase The Facility</p>
2003	\$280,000
2004	\$240,000
2005	\$210,000
2006	\$180,000
2007	\$150,000
2008	\$120,000
2009	\$90,000
2010	\$80,000
2011	\$70,000
2012	\$60,000
2013	\$50,000
2014	\$45,000
2015	\$40,000
2016	\$35,000
2017	\$30,000
2018	\$25,000
2019	\$20,000
2020	\$15,000
2021	\$10,000
2022	\$0

Exhibit B

[Attach a map of school site showing where the portable unit will be located.]

GROUND LEASE AND AGREEMENT

**BETWEEN THE GILROY UNIFIED SCHOOL DISTRICT
AND THE ARAMARK EDUCATIONAL RESOURCES, INC. D/B/A
MEDALLION SCHOOL PARTNERSHIPS**

By this Ground Lease and Agreement, the Gilroy Unified School District leases to the Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships land measuring approximately _____ square feet on the Rod Kelley School Site, in the City of Gilroy, County of Santa Clara, State of California, for the purpose of operating a childcare facility to serve Gilroy Unified School District students and families. This Ground Lease and Agreement shall supersede the existing Agreement governing the parties' relationship, which has expired by its own terms.

FACTS UPON WHICH THIS LEASE IS BASED

A. The Gilroy Unified School District ("District") is a unified school district organized under the Constitution and laws of the State of California, and notably the California Education Code, with the power to lease its real property and to provide childcare facilities and services at school sites.

B. The Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships ("Medallion") is a licensed childcare provider with the power to lease real property, to construct and operate facilities, and to provide childcare services.

C. Medallion has provided childcare services to children and families of the Gilroy Unified School District for several years on all weekdays during the calendar year, including minimum days, but excluding legal holidays. The demand

the statutory requirements for a school building site and is not required for other educational purposes during the term of this Lease.

2.02 Medallion agrees to use the Site solely for operation of a childcare program ("Program") during the term of this Lease.

2.03 School playing field and other playgrounds are not included in this Lease. Medallion shall be entitled, however, to use these play areas and existing District play equipment located in these areas for Program functions, as long as Medallion's use is consistent with use by District, District lessees, and District permittees. Before using these areas and equipment, Medallion agrees to verify with District that the areas and equipment are available. Medallion agrees to maintain play areas and play equipment it uses in the same manner that this Lease requires it to maintain the Site.

2.04 Unusual use of the Property or District play areas or grounds, such as fairs, carnivals, or other unusual uses not consistent with Medallion's Program or normal operations, shall require District's prior written approval, which shall be conditioned upon proof of adequate and appropriate insurance coverage, availability of space, and appropriateness of the proposed use. Unless District and Medallion agree otherwise, Medallion shall submit its request for District's approval in writing at least thirty (30) days before the proposed event or use. If District approves the use, Medallion shall post notice of its unusual use not less than ten (10) days before the event in a conspicuous place on-site, for public information, and shall promptly remove the notice at the conclusion of the unusual use.

2.05 Medallion shall share existing School parking facilities with District, District lessees, and District permittees. Medallion agrees to maintain parking facilities it uses in the same manner that this Lease requires it to maintain the Site.

2.06 Medallion shall pay all costs associated with operation of the Facility.

2.07 District shall provide any fire hydrants necessary for the site and Medallion's use. District assumes responsibility to maintain existing access to and facilities at the site.

2.08 Subject to limitations in this Lease, Medallion shall control operation of the Program, subject to District oversight and evaluation. Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner.

Article 3: Term

3.01 The term of this Lease shall be a period of twenty (20) years, commencing on August 1, 2002, and ending July 31, 2022, unless terminated sooner under the provisions of this Lease or extended as provided in Section 3.03.

3.02 Any holding over by Medallion after expiration of the term of this Lease without District approval shall not constitute a renewal or extension of the Lease. Upon expiration of the term, if the parties do not renew or extend the Lease, Medallion will promptly vacate and surrender to District the Site and Facility, in the condition required by Article 5.

3.03 At the expiration of the twenty-year term, Medallion and District may, by mutual agreement, renew the Lease for an additional period of five (5) years, with the rent to be set at fair market rate as of the renewal date. Medallion and District must finalize any renewal agreement ninety (90) days prior to the expiration of this Lease. Medallion and District may subsequently extend this Lease for an additional five-year period, under the terms and conditions of this Section 3.03, to a maximum total term of thirty (30) years.

3.04 If Medallion elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, District may require Medallion, at Medallion's own expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

3.05 If the District elects to terminate the Lease before the expiration of the Lease term as allowed by Section 13.02, Medallion may remove the Facility at the District's expense.

3.06 During the term of this Lease, Medallion shall provide childcare services at the Facility for District students and families, as provided in this Lease, and District shall require the provision of childcare services at the Facility.

Article 4: Rent

4.01 Medallion agrees to pay District the sum of one dollar (\$1) per year or partial year during the term of this Lease. At Medallion's election, rent may be paid annually, by August 1, or by the first of each month, or may be paid in total, for the twenty-year term of this Lease, by August 1, 2002.

Article 5: Ownership of Facility

5.00 Medallion agrees at all times to maintain in good standing any lease-purchase or other financing agreement relying on the Facility as security.

5.01 At the end of the Lease term, District may require Medallion to remove, at its own expense, and without in any manner damaging the remaining structure or grounds, the Facility.

5.02 On the expiration of the Lease term, Medallion shall return the Site to District, free from any rights, claims, and liens of Medallion or any other person.

5.03 If the Lease is terminated before expiration of the term due to Medallion's default or Medallion's election to terminate the lease pursuant to Article 13, District may require Medallion, at Medallion's sole expense, to remove the Facility and restore the Site to the condition in which Medallion first found it at the commencement of this Lease.

Article 6: The Facility

6.01 Medallion shall make no alterations or changes to the Facility without District's prior, express written consent.

6.02 Medallion shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property or Facility, except with District's prior knowledge and consent. Medallion shall promptly, at its own expense, take all necessary action to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim for which it is responsible, whenever the same shall arise. Medallion shall

reimburse District for any expense District incurs in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim. When the Lease term expires, Medallion shall return the Property and Facility to District, free from any rights, claims, and liens of Medallion or any other person.

Article 7: Operation of Facility

7.01 Medallion will arrange and pay for its own telephone service. For sewer, water, garbage, and any other utilities furnished by the District, Medallion will pay District one hundred fifty dollars (\$150) per month adjusted annually on July 1, beginning July 1, 2003, by mutual agreement.

7.02 Medallion shall provide locks and security systems for the Facility, and a contact person to respond to calls. Medallion shall secure the Facility from unauthorized entry and from weather.

7.03 Medallion acknowledges that the Facility and Property are in good repair and order as of the execution of the Agreement.

7.04 During the term of this Lease, Medallion shall keep the Facility in a safe and clean condition and shall maintain the interior and exterior of the Facility in good order and repair. Medallion will be responsible for day-to-day cleaning and maintenance — including disposal of rubbish and debris — of the interior and exterior of the Facility and of school grounds and equipment Medallion uses. Throughout the term of this Lease, Medallion shall promptly repair any damage to the interior of the Facility and its windows, or other buildings, grounds, or equipment resulting from operation of the Program. Medallion shall also promptly

repair any damage to the interior of the Facility or its windows resulting from vandalism or malicious mischief. Interior cleaning shall include, but not be limited to, appropriate and timely sweeping and vacuuming and cleaning walls, woodwork, counters, toilets, and sinks; replacing light bulbs; maintaining plumbing; washing windows; and yearly carpet cleaning. District shall promptly repair any graffiti or other damage to the outside of the building, excluding the windows.

7.05 If at any time District reasonably determines that Medallion is not adequately maintaining the Facility or site as required by this lease, District shall notify Medallion in writing, and Medallion shall have five (5) days after receiving that notice to make repairs or other maintenance or to commence such repairs or maintenance if more than five (5) days are required to complete them. If Medallion fails to complete or commence repairs or maintenance within the specified time, District may terminate this lease as provided in Section 11 and/or may enter the Facility and make repairs and charge the cost to Medallion as follows: cost of labor, materials, and equipment, plus 10% overhead. Medallion shall pay these costs within ten (10) days following receipt of District's invoice.

7.06 Medallion shall ensure that the Facility meets the requirements of all applicable building or safety codes or laws at all times.

7.07 Medallion acknowledges that the Facility is a public school building subject to the California Civic Center Act, Education Code Section 38130, et seq. Medallion and District shall cooperate in making the Facility available for public use under that Act. Medallion also acknowledges that it shares the Rod Kelley

School campus with other users, and agrees to cooperate with the District in determining priorities for users and in resolving conflicts regarding use of the Facility and District grounds, parking facilities, buildings, walkways, driveways, playgrounds, and play equipment. The District shall require proof of adequate insurance when Medallion requests such proof be provided.

7.08 District agrees to distribute Medallion's information about the Program monthly. Medallion agrees to have this information translated into Spanish and approved by District Office prior to distribution from Rod Kelley School. This distributed information will give notice to the parents of District students regarding the Program's availability and existence. Medallion will be permitted to have District-approved signage increasing visibility of the Program location during the duration of the Agreement. This signage will be provided at Medallion's expense. If the agreement is terminated, Medallion agrees to remove such signage within seventy-two (72) hours at Medallion's expense.

7.09 District shall exercise its best efforts to cooperate with Medallion and to share information and technical resources to assist Medallion in design, construction, and maintenance of the Facility. To this end, District shall make available its Assistant Superintendent, School District Maintenance and Operations Director, and other knowledgeable staff. Medallion may join with District on Facility-related improvement projects that benefit both Medallion and District. District may offer, and Medallion may accept, in-kind donations of technical assistance and support from District.

7.10 District shall not be responsible for damage or loss of Medallion's personal property or Medallion's clients' personal property stored or used on the Site or anywhere on District play areas or grounds.

7.11 District shall have the right to review and evaluate Program operations and Medallion's use of the Site at any time during the Lease term to ensure Medallion's compliance with this Lease.

7.12 Medallion will take all necessary and appropriate steps to insure that it does not discharge onto the Site or District grounds any substance known at the time of the discharge to contain a toxic waste. "Toxic waste" includes, but is not limited to, substances defined as "hazardous substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations adopted under those laws; substances defined as "hazardous wastes" in California Health and Safety Code Section 25117 or as "hazardous substances" in California Health and Safety Code Section 25316 and regulations adopted under those sections; and any similar substance as defined and used in any similar environmental control law applicable to the Site or Facility and in any regulations adopted under such law.

7.13 If at any time during the term of this Lease the Facility is partially or completely destroyed by any cause whatsoever, but the District continues to operate an elementary school on the Rod Kelley School campus, District and

Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it. If the parties cannot agree, Medallion shall promptly repair or replace the Facility, as necessary, in order to continue to operate the Program on the Site. If the Facility is partially or completely damaged and Rod Kelley School is simultaneously damaged to the degree that the District can no longer operate an elementary school on the Rod Kelley campus, District and Medallion shall meet to determine whether it is in the best interests of the parties to continue the Lease or to terminate it.

7.14 District reserves the right to enter the Site and the Facility at any reasonable time during the term of this Lease for the purpose of determining whether Medallion is complying with the terms and conditions of the Lease, whether the Facility is being maintained in a safe and clean manner, and to protect District's rights and obligations as a public school district.

Article 8: The Program

8.01 Medallion shall maintain its status as a California licensed childcare provider throughout the term of this Lease. If at any time Medallion's California license is suspended, revoked, or challenged by a state licensing agency, Medallion will immediately notify District in writing and provide District with a copy of any letters or other documents Medallion has received from the state or obtained from the state in connection with the suspension, revocation, or challenge. Medallion agrees to conduct its Program in a satisfactory manner. Medallion's failure to maintain a satisfactory Program as reasonably determined by the District shall

constitute a breach of this Lease, and District shall immediately have the rights granted to District by Article 11 of this Lease.

8.02 Medallion will provide day care services ("the Program") at the Facility for Rod Kelley School children, and for other District school children as space allows, throughout the term of this Lease. Medallion will operate the Program throughout the term of this Lease in an efficient and professional manner that meets the needs of District families. Medallion shall be responsible for responding in a timely manner to parent or District complaints regarding Program operations and promptly correcting deficiencies, if any, in Program operations.

8.03 Medallion shall be responsible for employing all Program personnel. District will have no responsibility for Program employees' hiring, training, supervision, discipline, or other employment decisions. Medallion shall be responsible for providing workers' compensation insurance for Program employees. Medallion shall be responsible for ensuring that all employees comply with all applicable fingerprinting requirements, including Education Code Section 45125.1.

8.04 District enters into this Lease on the express condition that Medallion shall use the Property solely for the purpose of providing childcare services. In performing under this Lease, Medallion agrees not to unlawfully exclude or unlawfully discriminate against any person on the basis of age, sex, race, color, national origin, ancestry, ethnic background or identification, creed, religion, marital status, parental status, sexual orientation, political affiliation, medical

condition, or physical or mental disability, except that Medallion may use age to establish eligibility for its services if so provided in its license.

8.05 Medallion will operate its program year-round on week days, excluding legal holidays. District and Medallion shall determine together the days and hours of Program operation.

8.06 The Program shall be open to all District school children, with preference for children attending Rod Kelley School.

8.07 Medallion may charge a fee for childcare services. Tuition fees will reflect market rates charges by other licensed, quality providers in the area. Medallion reserves the right to increase or decrease the tuition rates at its sole discretion. Annual increases will reflect market rates. Medallion will accept Third Party reimbursement rates for qualified families. Medallion may establish monetary penalties for late payment of fees and for failure to pick up children from the Facility promptly at or before closing. Medallion will supervise children at the Facility and on District property at all times, and ensure that children are not left unattended at the Facility or on District property. Medallion may also establish reasonable rules for drop off and pick up of children and for payment of fees and may refuse access to the Facility and the Program to families who violate or disregard the rules. Medallion will inform its clients about District rules for use of school grounds and equipment, including, but not limited to driveways and parking lots, and will ensure compliance with those rules.

8.08 Medallion agrees to conduct its business at all times in a respectable, reputable, and lawful manner and to comply with all applicable federal, state, and local laws and regulations related to Medallion, the Site, or the program. Medallion shall designate a representative, in writing, to be responsible for day-to-day operations, maintenance, cleanliness, and general order.

Article 9: Insurance

9.01 Medallion shall maintain adequate liability insurance in the amount of at least one million dollars (\$1,000,000) covering Medallion's occupation and use of the Facility and of any owned, non-owned, leased, or hired automotive equipment used by Medallion or its employees in connection with Medallion's occupation and use of the Site or the Facility. That insurance shall name the District as an additional insured and shall be primary. Any coverage maintained by District shall be in excess of the coverage required of Medallion under this Section and shall not contribute to Medallion's insurance. Liability insurance shall begin the first day of operations under this Agreement.

9.02 Medallion shall ensure that appropriate and adequate workers' compensation insurance covering all persons engaged in operation of the Program is in effect at all times.

9.03 Medallion shall provide fire and "broad form" extended coverage property damage insurance for the Facility and its furnishings and fixtures, consistent with Education Code Section 17565, in an amount sufficient to replace

them "to Code." Any loss payable will be used to repair, replace, or reconstruct the Facility, subject to Section 7.18 above.

9.04 On or before September 1, 2002, Medallion shall provide District with proof of all insurance required by this Lease.

Article 10: Indemnification

10.01 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of Medallion performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result of the negligence or willful misconduct of District or of its officers, agents, or employees.

10.02 District shall hold harmless and indemnify Medallion and its officers, agents, and employees from and against any and all actions, suits, or other proceedings that may arise as a result of District performing its obligations under this Lease, except such actions, suits, or other proceedings as may arise as a result of the negligence or willful misconduct of Medallion or of its officers, agents, or employees.

10.03 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages that District may sustain or incur as a result of any breach of any representation or warranty of Medallion contained in this Agreement, or as the

result of any failure by Medallion to perform any obligation stated in this Agreement.

10.04 Medallion shall hold harmless and indemnify District and its officers, agents, and employees from and against any and all loss, claim, liability, or damages arising out of any mechanics' liens for claims of labor or services performed or of materials, supplies, or equipment furnished to the Site or the Facility at the request of Medallion or its agents, employees, contractors, or subcontractors.

10.05 If either District or Medallion is made a party defendant to any litigation concerning this Lease or the Site or Facility or the occupancy of the Site or Facility by the wrongful action of the other party, then the wrongful party agrees to indemnify and hold harmless the innocent party from all liability resulting from the litigation, including reasonable attorneys' fees and expenses incurred by the innocent party, whether or not the litigation is prosecuted to judgment.

10.06 The provisions of this Article shall survive expiration or sooner termination of this Lease.

Article 11: Default

11.01 The parties deem each of Medallion's obligations under this Lease to be material. Medallion defaults whenever it fails to cure or correct its failure to perform one or more of its obligations under this Lease within ten (10) days after receipt of written notice from District identifying the specific failure of performance and requesting that Medallion cure or correct the failure.

11.02 District defaults if: except as provided in Article 13, at any time during the term of this Lease, it notifies Medallion that childcare services are no longer required at the Site, and Medallion has performed all of its obligations under this Lease.

11.03 District shall have the right to immediately terminate all of Medallion's rights under this Lease in the event Medallion defaults in the performance of any of its obligations under this Lease, including but not limited to: (1) payment of any amount due or to become due under this Lease; and (2) operating the Program at the Facility in an efficient and professional manner as reasonably determined by District. District exercises this right by delivering written notice of its decision to Medallion.

11.04 If District exercises its right under Section 11.03 to terminate Medallion's rights under this Lease, District shall have the options set forth in Section 5.02 of this Lease.

11.05 In the event of Medallion's default, whether or not District exercises its rights under Sections 11.03 and 11.04 above, District shall be entitled to any remedy available at law or equity for breach of a like term or condition.

11.06 In the event of District's default, Medallion shall be entitled to any remedy available at law or equity for breach of a like term or condition.

Article 12: No Assignment

12.01 Medallion shall have no power to assign this Lease or any of its obligations under this Lease without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.02 Medallion shall have no power to sublet the Site or to let the Facility without District's prior, explicit written consent, which shall not be unreasonably withheld.

12.03 Medallion shall personally operate the Program unless the District approves the new operator, in writing. The District shall not unreasonably withhold its approval.

12.04 Both Medallion and any assignee or sublessee shall be responsible for meeting Medallion's lease obligations. Throughout the term of this lease, the Site and the Facility shall be used for school purposes recognized by the California Education Code.

Article 13: Termination

13.01 This Lease may be terminated before the end of the term by District upon Medallion's default, as set out in Article 11 above.

13.02 Either party may terminate this Lease on July 31 of any lease year by giving the other party 180 days' written notice.

Article 14: Miscellaneous Provisions

14.01 District's waiver of any breach by Medallion of any provision of this Lease shall not constitute a continuing waiver or waiver of any subsequent breach

by Medallion of the same or different provision of the Lease. District's acceptance of rent payments under this Lease shall not constitute a waiver of any provision of this Lease, whether or not District has actual or constructive knowledge of any breach of any Lease provision.

14.02 All notices required by this Lease may be sent by United States mail, postage pre-paid, to the parties as follows:

District:

Superintendent
 Gilroy Unified School District
 7810 Arroyo Circle
 Gilroy, California 95020
 Facsimile: (408) 847-4717

Medallion:

Marcy Suntken
 Aramark Educational Resources, Inc.
 d/b/a Medallion School Partnerships
 573 Park Point Drive
 Golden Colorado 80401
 Facsimile: (303) 526-7552

Any notices required by this Lease sent by facsimile transmission to the facsimile addresses above shall be considered received on the business day they are sent, provided they are sent during business hours of the receiving party and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

14.03 Should it be necessary to litigate the parties' rights and obligations under this Lease or to the Site or Facility, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other damages that may be awarded.

14.04 The provisions of this Lease are severable, and if any provision is invalidated or found to be unenforceable by a court of competent jurisdiction, the

remaining provisions shall remain in full force and effect, unless enforcement of those remaining provisions would be unreasonable or inequitable under all the circumstances or would frustrate the Lease's purposes.

14.05 This Lease and all matters relating to the Lease and the relationship between the parties that the Lease memorializes shall be construed according to the laws of the State of California.

14.07 This Lease may be amended only in writing, at any time, by mutual agreement of the parties. Amendments are not effective until approved by District's Governing Board.

14.08 Subject to the provisions of Article 12, the terms and conditions of this Lease shall be binding on and inure to the benefit of the parties' successors and assigns.

14.09 The Lease, including attached Exhibit A, constitutes the entire agreement between the parties respecting the Site and the Facility, and correctly sets forth the obligations of District and Medallion as of the date stated in Section 2.02. Any agreements or representations respecting the lease of the Facility or of the Site not expressly set forth in this Lease are null and void.

Article 15: Taxes

15.01 Medallion shall pay and discharge any property taxes and assessments levied on use and/or possessory interests that this Lease may create, whether the tax is assessed to District or Medallion. If District pays such tax or assessment, Medallion will promptly reimburse District for that payment, and

Medallion's payment to District will discharge Medallion's obligation under this Section. Medallion shall pay any non-use penalty imposed in accordance with California Education Code Section 17219.

SO AGREED:

Approved by the Gilroy Unified School District Governing Board:

By: *Jim Rogers* Date: *3/25/03*
President, Governing Board

By: *[Signature]* Date: *3/26/03*
Clerk, Governing Board

Approved by Medallion:

By: *Mary Kuntler* Date: *March 13, 2003*
Designated Representative

Exhibit A

[Attach a map of school site showing where the portable unit will be located.]

May 24, 2022

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

Subject: Replacement of South Valley Middle School
 Architectural Service Fee Update

Dear Mr. Nadeau:

As we discussed, the architectural fee on the project needs to be updated to reflect the construction costs as bid, in accordance with the Owner-Architect Agreement.

We have documented this below showing the initial contract placeholder numbers, the updated construction costs and updated fees.

	Estimated Const. Cost	Actual Const. Cost	Estimated Architectural Fee	Updated Architectural Fee	Updated Fee Difference
Sitework (6%):	\$20,000,000	\$25,229,366	\$1,200,000	\$1,513,762	\$313,762
New Construction (8%):	\$16,500,000	\$31,345,577	\$1,320,000	\$2,507,646	\$1,187,646
Modular Construction (5%):	\$33,500,000	\$19,877,683	\$1,675,000	\$993,884	(\$681,116)
Construction Contingencies			\$422,000	\$ 270,764	(\$151,235)
Specialty Consultant (Fixed fee)			\$127,000	\$127,000	\$0
Total	\$70,000,000	\$76,452,626	\$4,744,000	\$5,413,057	\$669,057

Architectural fees in each category have been adjusted to match the current GMP of \$76,452,626, based on our contractual percentages. The contingency amount is now set at 5% of architectural fees plus \$20,000 in reimbursables. This reduction takes into account that the project is nearing phase 2 and the potential of unforeseen conditions has diminished. The resulting contract amendment total will be \$5,413,057.

This revision will be shown as a revised fee on our monthly invoicing.

Please do not hesitate to call us if you require additional clarification on any of the above points.

We thank you for the opportunity to be of service.

Sincerely yours,
 AEDIS, Inc.

Joe A. Vela, AIA
 Managing Principal Central Valley

CONSTRUCTION SERVICES OF JEROME R. ZALINSKI

P.O. Box 36, Gustine, Ca. 95322-0036
Cell (209) 652-9447 Office (209) 854-2370 Fax (209) 854-1842
Calif. Contractors Lic. # 356114 DSA/ORS Cert.# 2520 OSHPD Cert.# 20814

June 1, 2022

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

Mr. Nadeau

We are pleased to provide you with proposals for inspection services for the Luigi Elementary School ADA Inspections of new ADA playground (DSA app #01-120260) in the Gilroy Unified School District. The proposal is based on a DSA BOX project as required by DSA.

Total budget =\$5,500

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

Class 2 Inspector may be assigned to these projects.

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

Proposal is based part time coverage on all projects as noted above. If District, Architect or DSA requires additional coverage on any of the noted projects that project budget shall be reevaluated.

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

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

Thank You



Jerome R. Zalinski
Principal Inspector



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

May 24, 2022

Re: GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES

Dear Mr. Nadeau:

We propose to furnish Building Commissioning Services covering the new Admin (H) and Gym (J) buildings as described below and per the attached Scope of Work in accordance with 2019 CEC and CALGreen commissioning requirements on this project to include:

- ◆ Develop and maintain Commissioning Plan
- ◆ Verify installed HVAC systems, domestic hot water systems and lighting control systems to design requirements
- ◆ Verify completion of training requirements
- ◆ Provide final commissioning report

Commissioned Systems under this proposal:

- ◆ HVAC System and Controls
- ◆ Interior and Exterior Lighting Controls
- ◆ TAB verification
- ◆ Domestic Hot Water
- ◆ Irrigation Control System

Equipment Counts

Equipment Type	Equipment Counts	
	Administration Building	Gymnasium Building
Rooftop Packaged Heat Pumps	7	6
Exhaust Fans	16	11
Split Systems	2	
Kitchen Exhaust Fans	1	
Make-up Air Units	1	
Dedicated Outside Air System (DOAS)	1	
VRF outdoor Units	3	2
VRF Indoor Units	25	4
Electric Baseboard Heaters	1	1
Dryer Exhaust Fan		1
Water Heaters	2	2

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

The proposed fee for this work is **FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800)**.

This proposal may only be modified in writing signed by all parties. In the event of litigation arising with respect to the payment of Cypress Engineering Group's invoices, the prevailing parties shall be entitled to reasonable attorney's fees and court costs. Any litigation between the parties shall be adjudicated in the County of Monterey, California. Our standard Terms and Conditions of Offer as attached are incorporated into this Proposal/Acceptance.

Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining a copy for your records. This proposal and pricing will expire in 90 days.

We appreciate this opportunity to be of service.

Sincerely,

Cypress Engineering Group

Gilroy Unified School District



Metin Serttunc, PE, CBCP, CEM
Principal
Certified Building Commissioning Professional
metin@cypresseg.com
Mobile: 408-510-0906

Signature: _____

Name: _____

Title: _____

Date: _____

Enclosed:
Scope of Work
Terms and Conditions

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

SCOPE OF WORK

◆ **Commissioning Services – Construction Phase**

1. Conduct initial scope meeting with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Architect, Mechanical and Electrical Consultants, Project Manager, Mechanical Subcontractor (MC), Electrical Subcontractor (EC), Control Subcontractor (CC), TAB Subcontractor (TAB), Plumbing Subcontractor (PC), Inspector of Record (IOR).
 - a. Submit draft commissioning plan to construction team.
 - b. Explain the process to all the members, answer all the questions.
2. Schedule site commissioning meetings with related parties, as necessary
3. Provide system readiness checklists (review forms) for equipment to be commissioned to the subcontractors for completion.
4. Prepare functional test forms based on the equipment submittals.
5. Provide Functional Test Forms to design team and subcontractors.
6. Before functional tests and training, the following items need to be completed and reviewed by Commissioning Agent (CA):
 - a. All factory start-ups and system readiness forms completed by factory technician or subcontractor.
 - b. All the RFIs related to Commissioning activities are answered and executed by contractor
 - c. Control Systems need to be fully installed and operational.
 - d. Final TAB report is provided.
 - e. System readiness checklists are completed and signed by each responsible contractor.
 - f. Punch list items and corrections.
 - g. O&M Manuals for each commissioned equipment and systems are available and submitted to CA.
 - h. As-Built Drawings shall be completed and are ready at site.
7. Administer and document functional tests done by subcontractors.
8. Prepare field reports indicating the summary of the process and non-compliance items (part of commissioning issue log).
9. Provide and maintain commissioning issues log throughout construction process.
10. Verify training of the owner O&M personnel and end users
11. Prepare final commissioning report with recommendations.
 - a. An Executive Summary
 - b. Functional test procedures and results
 - c. Record of maintenance personnel training completion
 - d. Final Commissioning Issue log as attachment

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

ASSUMPTIONS

- ◆ Sampling Strategy will be used for similar equipment.
- ◆ There is no equipment using renewable energy in this project.
- ◆ Functional tests will be done in two separate phases, one for each building.
- ◆ Lighting Controls functional tests and training will be done at the same time with the lighting controls company functional tests.
- ◆ NRCC Acceptance Tests forms were filled out and submitted by contractor.
- ◆ Sampling strategy may be used for similar equipment

EXCLUSIONS

- ◆ Scheduled weekly construction meetings.
- ◆ Title 24 acceptance testing and documentation.
- ◆ Any work not mentioned above.
- ◆ Renewable energy systems.
- ◆ LEED fundamental and enhanced commissioning.
- ◆ Envelope commissioning.
- ◆ Power Distribution commissioning.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

TERMS AND CONDITIONS

Upon issuance of a purchase order, or any other written acceptance of a Cypress Engineering Group, LLC proposal, the undersigned indicates acceptance on the Client's behalf of these terms and conditions:

1. Cypress Engineering Group, LLC Scope of Work is proprietary. As such the work may not be duplicated nor used by anyone including, but not limited to, competitors or customers, without the express written agreement of Cypress Engineering Group, LLC and agreement of appropriate compensation. Such compensation shall be negotiated on a case-by-case basis.
2. Cypress Engineering Group, LLC requires written approval of this Proposal or a written purchase order number for billing purposes before work under this or any other Cypress Engineering Group, LLC contract may proceed on your behalf.
3. This proposal, unless otherwise indicated, is executed on a "Fixed Fee" basis. By issuing a purchase order or written approval to Cypress Engineering Group, LLC, you are agreeing that you have reviewed the scope of the project contained in this proposal and you are accepting it as full and complete, and that any work not included but that may be required will be at additional cost upon the further agreement of the parties.
4. Either party may at any time and without cause terminate this Agreement by giving 7 calendar days' written notice of termination to the other party. In the event of such termination, the Client will pay Cypress Engineering Group, LLC an appropriate prorated fee based on the stated "fixed fee" for all services rendered and expenses incurred by Cypress Engineering Group, LLC through the date of termination.
5. Nothing in this Agreement or in the course of dealing between the Client and Cypress Engineering Group, LLC pursuant hereto shall deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship of any other relationship other than that of customer and independent contractors with respect to each other.
6. Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto or the failure to exercise any option provided hereunder shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. No waiver of any rights under either this Agreement, or any modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties.
7. If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non- payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

LIABILITY

1. Cypress Engineering Group, LLC will prepare the agreed upon documents and execute the agreed upon services in accordance with generally accepted professional practices and in good faith for the intended use of the project and makes no further warranty either express or implied.
2. Cypress Engineering Group, LLC shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their reasonable control, or that they would not reasonably be expected to have considered as part of a normal engineering and/or construction process. The total liability, if any, shall not exceed the amount paid under this contract.
3. Third Party Liability: Cypress Engineering Group, LLC shall not be responsible for the means, methods, procedures, performance, techniques, or sequences of construction, for safety on the job site, or for the contractors' failure to carry out the work in accordance with any applicable Engineering or Design Documents. Cypress Engineering Group, LLC shall not be responsible for the acts or omissions of any contractor or agent of any firm other than Cypress Engineering Group, LLC
4. Cypress Engineering Group, LLC shall not be responsible for evaluations or designs that indicate the need to repair, remove, encapsulate or enclose asbestos containing materials or installations. Should the services proposed herein indicate that asbestos abatement and/or treatment is required in any of the installations at the client's properties, a specialty contractor skilled and qualified in this type of work will be required under separate contract. The details of such a contract would be addressed on an as-needed basis at that time.
5. In recognition of the relative risks and benefits of the project to both Client and Cypress Engineering Group, LLC, Client agrees to limit the liability of Cypress Engineering Group, LLC, and its officers, employees and sub consultants to Client, as well as to the Owner, any and all other design professionals, all construction contractors and all subcontractors on the project arising out of or relating to Cypress Engineering Group, LLC's services on this project, such that the total aggregate liability to all those named shall not exceed the lesser of the damages actually sustained as a direct result of any proven negligent act or omission by Cypress Engineering Group, LLC, or the total fee for the services rendered by Cypress Engineering Group, LLC on this project. Client further agrees to require of his other contractors and their subcontractors an identical limitation of liability for Cypress Engineering Group, LLC's professional acts, errors, or omissions. Neither Client nor the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the professional acts, errors, or omissions of Cypress Engineering Group, LLC. The fees quoted and agreed to by both parties of this Agreement are in light of these limitations and any increase in Cypress Engineering Group, LLC's liability from what is stated herein shall be specifically negotiated and established in writing.
6. Client agrees to defend, indemnify and hold harmless Cypress Engineering Group, LLC, its individual owners, directors, corporate officers, employees, agents and sub consultants from any such special, indirect or consequential damages claims against Cypress Engineering Group, LLC by any other third party for reasons beyond Cypress Engineering Group, LLC's control. Cypress Engineering Group, LLC shall be responsible only for its express negligence, recklessness or willful misconduct.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW ADMINISTRATION AND GYMNASIUM BUILDINGS COMMISSIONING SERVICES**

7. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
8. This Agreement constitutes the entire agreement of the parties and superseded all oral negotiations and prior writings with respect thereto.
9. Cypress Engineering Group, LLC and the Client are entering into this Agreement solely on the basis of the agreement and representations contained herein, and for their own purposes, not for the benefit of any third party.
10. This agreement shall be construed under the laws of the State of California. Any dispute regarding this agreement shall have venue in the Monterey County, California.
11. Notice required to be given, as a covenant to this proposal shall be tendered in writing. It may be so given transmitting same by personal delivery, or by first-class, postage prepaid mail to the corporate address of Cypress Engineering Group, LLC as follows:

Cypress Engineering Group, LLC
8 Harris Court, Ste A.8
Monterey, CA 93940
12. This proposal must be accepted in writing within 30 calendar days or it shall be automatically withdrawn and shall be of no force or effect.

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

May 24, 2022

**Re: GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

Dear Mr. Nadeau:

We propose to furnish Building Commissioning Services covering the new classroom buildings as described below and per the attached Scope of Work in accordance with 2019 CEC and CALGreen commissioning requirements on this project to include:

- ◆ Develop and maintain Commissioning Plan
- ◆ Verify installed HVAC systems, domestic hot water systems and lighting control system to design requirements
- ◆ Verify completion of training requirements
- ◆ Provide final commissioning report

Commissioned Systems under this proposal:

- ◆ HVAC System and Controls
- ◆ Interior and Exterior Lighting Controls
- ◆ TAB verification
- ◆ Domestic Hot Water
- ◆ Irrigation Control System

Equipment to be Commissioned

Classroom Buildings				
Building	Classroom Heat Pumps	Exhaust Fans	Split Systems	Water Heater
A	5	5	1	1
B	4	5	1	3
C	3			
D	5	5	1	1
E	6			
F	5	5	1	1
G	5	1	1	3
Total	33	21	5	9

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

The proposed fee for this work is **NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$19,600)**.

This proposal may only be modified in writing signed by all parties. In the event of litigation arising with respect to the payment of Cypress Engineering Group's invoices, the prevailing parties shall be entitled to reasonable attorney's fees and court costs. Any litigation between the parties shall be adjudicated in the County of Monterey, California. Our standard Terms and Conditions of Offer as attached are incorporated into this Proposal/Acceptance.

Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining a copy for your records. This proposal and pricing will expire in 90 days.

We appreciate this opportunity to be of service.

Sincerely,

Cypress Engineering Group

Gilroy Unified School District



Metin Serttunc, PE, CBCP, CEM
Principal
Certified Building Commissioning Professional
metin@cypresseg.com
Mobile: 408-510-0906

Signature: _____
Name: _____
Title: _____
Date: _____

Enclosed:
Scope of Work
Terms and Conditions

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

SCOPE OF WORK

◆ **Commissioning Services – Construction Phase**

1. Conduct initial scope meeting with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Architect, Mechanical and Electrical Consultants, Project Manager, Mechanical Subcontractor (MC), Electrical Subcontractor (EC), Control Subcontractor (CC), TAB Subcontractor (TAB), Plumbing Subcontractor (PC), Inspector of Record (IOR).
 - a. Submit draft commissioning plan to construction team.
 - b. Explain the process to all the members, answer all the questions.
2. Schedule site commissioning meetings with related parties, as necessary
3. Provide system readiness checklists (review forms) for equipment to be commissioned to the subcontractors for completion.
4. Prepare functional test forms based on the equipment submittals.
5. Provide Functional Test Forms to design team and subcontractors.
6. Before functional tests and training, the following items need to be completed and reviewed by Commissioning Agent (CA):
 - a. All factory start-ups and system readiness forms completed by factory technician or subcontractor.
 - b. All the RFIs related to Commissioning activities are answered and executed by contractor
 - c. Control Systems need to be fully installed and operational.
 - d. Final TAB report is provided.
 - e. System readiness checklists are completed and signed by each responsible contractor.
 - f. Punch list items and corrections.
 - g. O&M Manuals for each commissioned equipment and systems are available and submitted to CA.
 - h. As-Built Drawings shall be completed and are ready at site.
7. Administer and document functional tests done by subcontractors.
8. Prepare field reports indicating the summary of the process and non-compliance items (part of commissioning issue log).
9. Provide and maintain commissioning issues log throughout construction process.
10. Verify training of the owner O&M personnel and end users
11. Prepare final commissioning report with recommendations.
 - a. An Executive Summary
 - b. Functional test procedures and results
 - c. Record of maintenance personnel training completion
 - d. Final Commissioning Issue log as attachment

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

ASSUMPTIONS

- ◆ Sampling Strategy will be used for similar equipment.
- ◆ There is no equipment using renewable energy in this project.
- ◆ Functional tests will be done in single phase for all classroom buildings.
- ◆ Lighting Controls functional tests and training will be done at the same time with the lighting controls company functional tests.
- ◆ NRCC Acceptance Tests forms were filled out and submitted by contractor.
- ◆ Sampling strategy may be used for similar equipment

EXCLUSIONS

- ◆ Scheduled weekly construction meetings.
- ◆ Title 24 acceptance testing and documentation.
- ◆ Any work not mentioned above.
- ◆ Renewable energy systems.
- ◆ LEED fundamental and enhanced commissioning.
- ◆ Envelope commissioning.
- ◆ Power Distribution commissioning.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

TERMS AND CONDITIONS

Upon issuance of a purchase order, or any other written acceptance of a Cypress Engineering Group, LLC proposal, the undersigned indicates acceptance on the Client's behalf of these terms and conditions:

1. Cypress Engineering Group, LLC Scope of Work is proprietary. As such the work may not be duplicated nor used by anyone including, but not limited to, competitors or customers, without the express written agreement of Cypress Engineering Group, LLC and agreement of appropriate compensation. Such compensation shall be negotiated on a case-by-case basis.
2. Cypress Engineering Group, LLC requires written approval of this Proposal or a written purchase order number for billing purposes before work under this or any other Cypress Engineering Group, LLC contract may proceed on your behalf.
3. This proposal, unless otherwise indicated, is executed on a "Fixed Fee" basis. By issuing a purchase order or written approval to Cypress Engineering Group, LLC, you are agreeing that you have reviewed the scope of the project contained in this proposal and you are accepting it as full and complete, and that any work not included but that may be required will be at additional cost upon the further agreement of the parties.
4. Either party may at any time and without cause terminate this Agreement by giving 7 calendar days' written notice of termination to the other party. In the event of such termination, the Client will pay Cypress Engineering Group, LLC an appropriate prorated fee based on the stated "fixed fee" for all services rendered and expenses incurred by Cypress Engineering Group, LLC through the date of termination.
5. Nothing in this Agreement or in the course of dealing between the Client and Cypress Engineering Group, LLC pursuant hereto shall deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship of any other relationship other than that of customer and independent contractors with respect to each other.
6. Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto or the failure to exercise any option provided hereunder shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. No waiver of any rights under either this Agreement, or any modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties.
7. If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non- payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

LIABILITY

1. Cypress Engineering Group, LLC will prepare the agreed upon documents and execute the agreed upon services in accordance with generally accepted professional practices and in good faith for the intended use of the project and makes no further warranty either express or implied.
2. Cypress Engineering Group, LLC shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their reasonable control, or that they would not reasonably be expected to have considered as part of a normal engineering and/or construction process. The total liability, if any, shall not exceed the amount paid under this contract.
3. Third Party Liability: Cypress Engineering Group, LLC shall not be responsible for the means, methods, procedures, performance, techniques, or sequences of construction, for safety on the job site, or for the contractors' failure to carry out the work in accordance with any applicable Engineering or Design Documents. Cypress Engineering Group, LLC shall not be responsible for the acts or omissions of any contractor or agent of any firm other than Cypress Engineering Group, LLC
4. Cypress Engineering Group, LLC shall not be responsible for evaluations or designs that indicate the need to repair, remove, encapsulate or enclose asbestos containing materials or installations. Should the services proposed herein indicate that asbestos abatement and/or treatment is required in any of the installations at the client's properties, a specialty contractor skilled and qualified in this type of work will be required under separate contract. The details of such a contract would be addressed on an as-needed basis at that time.
5. In recognition of the relative risks and benefits of the project to both Client and Cypress Engineering Group, LLC, Client agrees to limit the liability of Cypress Engineering Group, LLC, and its officers, employees and sub consultants to Client, as well as to the Owner, any and all other design professionals, all construction contractors and all subcontractors on the project arising out of or relating to Cypress Engineering Group, LLC's services on this project, such that the total aggregate liability to all those named shall not exceed the lesser of the damages actually sustained as a direct result of any proven negligent act or omission by Cypress Engineering Group, LLC, or the total fee for the services rendered by Cypress Engineering Group, LLC on this project. Client further agrees to require of his other contractors and their subcontractors an identical limitation of liability for Cypress Engineering Group, LLC's professional acts, errors, or omissions. Neither Client nor the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the professional acts, errors, or omissions of Cypress Engineering Group, LLC. The fees quoted and agreed to by both parties of this Agreement are in light of these limitations and any increase in Cypress Engineering Group, LLC's liability from what is stated herein shall be specifically negotiated and established in writing.
6. Client agrees to defend, indemnify and hold harmless Cypress Engineering Group, LLC, its individual owners, directors, corporate officers, employees, agents and sub consultants from any such special, indirect or consequential damages claims against Cypress Engineering Group, LLC by any other third party for reasons beyond Cypress Engineering Group, LLC's control. Cypress Engineering Group, LLC shall be responsible only for its express negligence, recklessness or willful misconduct.

Re: **GUSD SOUTH VALLEY MIDDLE SCHOOL NEW MODULAR CLASSROOM BUILDINGS
COMMISSIONING SERVICES**

7. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
8. This Agreement constitutes the entire agreement of the parties and superseded all oral negotiations and prior writings with respect thereto.
9. Cypress Engineering Group, LLC and the Client are entering into this Agreement solely on the basis of the agreement and representations contained herein, and for their own purposes, not for the benefit of any third party.
10. This agreement shall be construed under the laws of the State of California. Any dispute regarding this agreement shall have venue in the Monterey County, California.
11. Notice required to be given, as a covenant to this proposal shall be tendered in writing. It may be so given transmitting same by personal delivery, or by first-class, postage prepaid mail to the corporate address of Cypress Engineering Group, LLC as follows:

Cypress Engineering Group, LLC
8 Harris Court, Ste A.8
Monterey, CA 93940
12. This proposal must be accepted in writing within 30 calendar days or it shall be automatically withdrawn and shall be of no force or effect.



OPTION 1

FACILITIES MAINTENANCE AND TRANSPORTATION MASTER PLAN GILROY UNIFIED SCHOOL DISTRICT

SCHEMATIC DESIGN
5/20/2022





**FACILITIES MAINTENANCE AND TRANSPORTATION MASTER PLAN
GILROY UNIFIED SCHOOL DISTRICT**

SCHEMATIC DESIGN
5/20/2022

OPTION 2





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

Date: May 27, 2022

Pest Control Agreement between Animal Damage Management Inc and **Contract#8755**

Name: Gilroy USD Contact: Dan McAuliffe Address: 220 Swanston Lane Gilroy CA 95020	Phone: 669-205-7940 Fax: Email: dan.mcauliffe@gilroyunified.org
--	---

Hereby Authorizes Service at

Site Address: Glen View Elem Portables 17-23 – 600 W. 8th St Gilroy CA 95020

Description of Work and Pricing

Located at above portables large animals are burrowing under 7 portables..

- We will dig a 1ft trench on each of the side runs of each portable and install ½” galvanized hardware cloth that will run from the foundation into the trench. We will add concrete and reset the soil over the concrete.
- We will add multiple 1-way doors to allow animals to exit but not return. We will return after 7 days to remove doors and seal up areas.
- We will disinfect and deodorize the areas work is performed on.

Cost is:
Clean up: **\$150.00** 1-way doors: **\$310.00** Material: **\$630.00** Labor: **\$4,200.00** Total Cost: **\$5,290.00**

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 or Cody Uhl, Business Operations Manager	Print Name:
Date Signed:	Date Signed:

GLEN VIEW ES



Area to
perform work
at.

GLEN VIEW ES



Active Burrow
Arms
Arms to De Pervert

GLEN VIEW ES



GLEN VIEW ES





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

Date: May 31, 2022

Pest Control Agreement between Animal Damage Management Inc and **Contract#8760**

Name: Gilroy USD Contact: Dan.McAuliffe Address: 7810 Arroyo Circle Gilroy CA 95020	Phone: 669-205-7940 Email: dan.mcauliffe@gilroyunified.org
---	---

Hereby Authorizes Service at

Site Address: El Roble Elem – 930 3rd St Gilroy CA 95020 – Portables 21-29

Description of Work and Pricing

Rodent Prevention:

Located at portables 21-29 small rodents are entering under gaps on bottom of portables.

- We will install ¼” & ½” galvanized hardware cloth around the bottom perimeter of the portables. The hardware cloth will be held with metal screws and washers.
- Install multiple 1-way doors to give animals an exit but no return. We will return after 5-10 days to remove doors and seal up areas
- We will replace any damaged vent screens that need replacement.

Cost is –1-Way Doors: **\$410.00** Material: **\$610.00** Labor: **\$3,890.00**

Total Cost: **\$4,910.00**

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 or Cody Uhl, Business Operations Manager	Print Name:
Date Signed:	Date Signed:

**NO
TRESPASSING**
Violators Will Be Prosecuted
Per Penal Code Section 602(o)


EL ROBLE ES

EL ROBLE ES

EL ROBLE ES



Gilroy Unified School District

Request for Quote Security Cameras

GUSD-RFQ-EPSSC2122-001-Security Cameras

New Installs

- Glen View Elementary
- Luigi Aprea Elementary
- Rod Kelley Elementary
- El Roble Elementary
- Rucker Elementary

System Replacement

- Gilroy High School
- Las Animas Elementary
- Mt. Madonna High School
- GECA
- Eliot Elementary

Timeline:

Date	Event
May 4, 2012	Mandatory Informational Zoom Meeting
May 5, 2022	Intent to submit quote
May 12 and 13, 2022	Mandatory site walk
May 13, 2022 to May 23, 2022 @ 4:00 pm	Q&A
May 25, 2022	Quote due
May 27, 2022	Interview with vendors
June 1, 2022	Intent to Award Notifications
June 16, 2022	Board Meeting

Email Communication

- Send to aurelio.rodriguez@gilroyunified.org
- Subject: GUSD-RFQ-EPSSC2122-001-Security Cameras

Site walk

- May 12th @ 9:00 am
 - Rucker Elementary
 - 325 Santa Clara Avenue
 - Gilroy, CA 95020
- Itinerary
 - Including school addresses
- Site maps (3 copies)
 - IDF locations
- Network information

Cost Summary

	QoVo	Keep IT Simple	Digital Dreams
El Roble	\$50,835.28	\$62,593.54	\$49,844.10
Eliot	\$54,347.44	\$108,726.74	\$54,254.64
Glen View	\$36,415.44	\$52,341.63	\$46,120.86
Las Animas	\$67,273.81	\$107,127.97	\$71,466.68
Luigi	\$48,525.15	\$94,838.80	\$40,736.28
Rod Kelley	\$57,342.92	\$85,871.94	\$57,003.84
Rucker	\$36,425.30	\$45,477.94	\$31,256.36
GHS	\$146,103.15	\$218,498.07	\$154,435.16
MMHS	\$31,741.98	\$54,695.20	\$43,084.92
GECA	\$34,056.76	\$43,226.12	\$38,470.12
Grand Total	\$563,067.23	\$873,397.95	\$586,672.96
Cons	Contingency cost not included Camera type at GHS x locations not optimal	Included all unknown scenarios cost on total cost. Camera type at GHS x locations not optimal Lift cost not included Met 50% of viewing station request for GECA	Only covers 15% of data drop cost. Each additional data drop is \$200.00 Camera type at GHS x locations not optimal Located in Sacramento area 1 to 2 days response time Contingency cost not included
Pros	Met coverage areas Experience with K12 Close to District Has done local work No shipping charges History with the district No changes to GUSD contract	Met coverage areas Experience with K12 Close to District Contingency cost included	Experience with K12 Technicians in San Jose Has done local work

with 10% contingency

\$619,373.95



\$873,397.95

\$645,340.26



We have prepared a quote for you

GUSD - Security Intercom solution

Quote # Q-NK004194
Version 1

Prepared for:

Gilroy Unified School District

Alvaro Meza
alvaro.meza@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Thursday, June 02, 2022

Gilroy Unified School District
Alvaro Meza
7810 Arroyo Circle
Gilroy, CA 95020
alvaro.meza@gilroyunified.org

Dear Alvaro,

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

This proposal is presented without a prior site survey. The proposal cannot be considered final until a site survey has been performed, and all pricing is considered budgetary until the final site survey is completed.

The following is included in this proposal:

This quote includes the installation of 17 - Zenitel video intercoms at the following locations:

1. El Roble Elementary
2. Eliot Elementary
3. Glen View Elementary
4. Las Animas Elementary
5. Luigi Aprea Elementary
6. Rod Kelley Elementary
7. Rucker Elementary
8. Ascencion Solorsano Middle School
9. Brownell Middle School
10. South Valley Middle School
11. Christopher High School
12. Gilroy High School
13. Dr. TJ Owens Gilroy Early College Academy (GECA)
14. Mt. Madonna Continuation High School
15. State Preschool at Glen View
16. State Preschool at Rod Kelley
17. Swanston Preschool

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



This section needs to include all details on all versions of the proposal.

- 17 - Zenitel TCIV-3 Video intercoms
- 17 - Installations, including wiring and mounting
- 17 - Sirens
- 17 - Door relays and remotes
- 17 - Electrified Von-Duprin Rim latch electric lock kits
- 17 - Verkada AC41 door controllers
- 17 - Verkada 3-Year licenses
- Wiring and installation of said equipment affixed to existing structures

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

QOVO is a CMAS-approved vendor. Where CMAS-approved hardware or services are proposed, all pricing will be at or below CMAS agreed to price



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

Sincerely;

A handwritten signature in black ink that reads "Nick Kygar".

Nick Kygar
Sales
QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

ACCESS CONTROL HARDWARE

Line#	Qty	Description
2.1		INTERCOM AND
2.2	17	FN-1008315030 TCIV-3+ IP and SIP Video Intercom, ONVIF Conformant Vandal Resistant Design IP66 - Dirt, dust and water resistant Cybersecurity compliant, HD video up to 1080p resolution Wide angle lens 
2.3	17	FN-1008140010 TA-1 Back Box for on-wall mounting of all Turbine Compact Stations 
2.4	17	SS36 2-TN SIREN INTER SRF MNT 105DB 
2.5	17	OE-4CPW5A60W E-4CPW5A60W 12VDC 4-Channel CCTV Video Surveillance Power Supply 
2.6	17	LIN0009 Linear DXR-702 2 Channel Relay Output Receiver 
2.7	17	LIN0010 DXT-21 2 Button 1 Channel Handheld Transmitter 
2.8	17	AC-41-HW Verkada AC41 four door controller modules with power and AUX 

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

ACCESS CONTROL HARDWARE

Line#	Qty	Description
2.9	17	 <p>VND0675 Von Duprin EL KIT 33/99 3' 050070 Electric Latch Retraction Conversion Kit</p>
2.10	6	 <p>WG-31965002 GENESIS ACCESS CONTROL PLENUM 500 RL YELLOW</p>
2.11	1	 <p>Misc Material Velcro, zip ties, pulling lubricant, string, chains, j-hooks, rod hanger, threaded rod, unistrut, screws, consumables</p>
2.12	1	 <p>Conduit Conduit, J-Boxes, Fittings Per foot Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.</p>
2.13	16	 <p>NP7-12 Yuasa General Purpose Battery - For Multipurpose - Battery Rechargeable - 12 V DC - 7000 mAh - Sealed Lead Acid (SLA)</p>
2.14	34	 <p>IC1078F6BK ICC Cat 6 HD Modular Connector, Black ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black</p>
2.15	34	 <p>ICPCSD03BL ICC Cat 6 Molded Patch Cord Category 6 for Network Device - Patch Cable - 3 ft - 25 Pack - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Gold Plated Contact - Blue</p>
2.16	5	 <p>OE-CAT6PWH Plenum - Cat6 4 pair UTP ethernet cable WHT BOX 23/4 C6 CMP/FT6 WHT 1M RL/BOX</p>

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

ACCESS CONTROL HARDWARE

Line#	Qty	Description
2.17	34	RJ45 RJ45 Passthrough Connector 

Subtotal: \$91,607.94

Estimated Tax: \$8,072.27

LICENSING & MFR. SUPPORT

Line#	Qty	Description
5.1	17	AC41-3Y Verkada 3-Year Access Control License 

Subtotal: \$7,637.25

PROFESSIONAL SERVICES

Line#	Qty	Description
6.1	1	PS-FIELD-HR General hours for field service tech to be on site.  Installation and mounting of Video Intercom solution at Gilroy Unified School District
6.2	1	PS-CONDUIT Conduit - Installation and bending of conduit  Install conduit or flex per CSLB code and terminate into NEMA enclosure with PoE switch provided by Sequoia Team.
6.3	1	PS-MGMT QOVO Solutions Project management  Project management

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



PROFESSIONAL SERVICES

Line#	Qty	Description
6.4	1	<p>PS-TRIP Truck roll and gas</p> <p>Costs for travel expenses of the Network specialist.</p> 
6.5	17	<p>PS-AC-WP Access Control - Wire Placement</p>  <p>PS Wire Placement</p>
6.6	17	<p>PS-ES-LOCK Electric Electric Lock - Installation and Wiring ND80/Mortise Lock</p> 

Subtotal: \$26,535.80

NOTES

Line#	Qty	Description
8.1	1	<p>Note Terms and Conditions Taxes, shipping, handling and other fee</p> <p>Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.</p>
8.2	1	<p>Note</p> <p>Pricing in this proposal is based on the proposed quantity and scope of work. In the event that the proposed quantities change the proposed pricing will be adjusted to reflect the revised quantities and scope of work.</p> <p>Discounts in this proposal as based on the proposed hardware and licensing quantities. QOVO retains the right to adjust discounts as quantities on hardware and licensing items change.</p>
8.3	1	<p>Exclusion</p> <p>Qovo Solutions Inc is not providing high speed internet or managed services unless otherwise noted with in this quote.</p>

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



NOTES

Line#	Qty	Description
8.4	1	Exclusion 110volt Pwr All 110volt power in each MPOE closets are to be provided by electrical contractor.
8.5	1	Exclusion - Conduit Pathways Conduit Pathways if required need to be provided by Electrical contractor.
8.6	1	Note This proposal including all elements, diagrams, documents, and communications are considered the proprietary work product of QOVO Solutions, Inc. Any dissemination of these documents beyond the intended recipients and related entities will be considered a violation of a confidentiality agreement and any items related to this proposal cannot be disclosed to any third party without the express written permission of QOVO Solutions, inc.
8.7	1	Note The client is responsible for providing network switch ports with PoE and DHCP
8.8	1	Note Gate Intercom In order to mount the video intercom on the main entry gate at Gilroy High school and Mt. Madonna we will require trenching and cabling to be run back to the main building.

SHIPPING

Line#	Qty	Description
9.1	1	UPS-GROUND UPS Ground Estimated shipping UPS Ground 

Subtotal: **\$2,805.00**

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD - Security Intercom solution



Prepared by:
QOVO Solutions, Inc.
 Nick Kygar
 844-768-6462
 Fax 408-877-1606
 nick@qovoinc.com

Prepared for:
Gilroy Unified School District
 7810 Arroyo Circle
 Gilroy, CA 95020
 Alvaro Meza
 (408) 726-1686
 alvaro.meza@gilroyunified.org

Quote Information:
Quote #: Q-NK004194
 Version: 1
 Delivery Date: 06/02/2022
 Expiration Date: 07/01/2022

Quote Summary

Description	Amount
ACCESS CONTROL HARDWARE	\$91,607.94
LICENSING & MFR. SUPPORT	\$7,637.25
PROFESSIONAL SERVICES	\$26,535.80
Subtotal:	\$125,780.99
Shipping:	\$2,805.00
Estimated Tax:	\$8,072.27
Total:	\$136,658.26

Payment Details

Description	Payments	Interval	Amount
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$68,329.13
Term Options			
Mobilization Deposit	1	One-Time	\$68,329.13

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

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

LATE PAYMENT POLICY:

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

PURCHASE ORDERS:

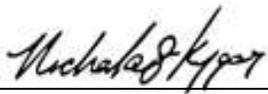
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the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

COMMUNICATIONS:

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

QOVO Solutions, Inc.

Gilroy Unified School District

Signature: 

Name: Nick Kygar

Title: Sales

Date: 06/02/2022

Signature: _____

Name: Alvaro Meza

Date: _____



Wireless Bridge (Maintenance - Transportation)

PREPARED FOR: Gilroy Unified School District

PREPARED BY: Ryan Nelson
Senior National Account Manager
RNelson@convergeone.com

Brad Martin
Solutions Architect
BAMartin@convergeone.com

REFERENCE: Opportunity: OP-000681164
Quote(s): QU-000433591

DATE: May 16, 2022

TABLE OF CONTENTS

1. Confidentiality Notice	3
2. Scope of Work - Terms and Conditions	3
3. Project Timeline Expectations	5
4. Project Overview.....	5
5. Project Scope of Services	6
6. Project Management	8
7. Change Order Process.....	9
8. Milestone and/or Project Acceptance	9
9. Customer Responsibilities.....	10
10. Professional Services Assumptions.....	11
11. Professional Services Pricing and Billing Schedule	13
12. Customer Authorization to Proceed	14

1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and Gilroy Unified School District ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Master Agreement shall apply to this Order, subject to any modifications located at <https://www.convergeone.com/online-general-terms-and-conditions/> (CMAS 3-18-70 2486N). In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications

("Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided however, projects milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW, and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at one (1) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Wireless Bridge (Maintenance - Transportation) project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

4.1. Project Location(s)

Below is a list of the location(s) that should be included in this project.

Table 4-1

Site Name	Site Address
South Valley Middle School	385 I.O.O.F Avenue, Gilroy, CA 95020-5205

5. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

5.1. Wireless Bridge (Maintenance - Transportation) Installation Services

Scope of Work

Provide labor to complete the following tasks:

- Labor installation.
- Equipment alignment.
- System testing.
- Mobilization.
- Site survey visit to site design scope of work.

Materials

Provide the following materials:

- Installation materials.
- Non-pen mounts.
- Pipe mounts.
- Ballast blocks.
- Roof mount pads.
- Roof support blocks for conduit.
- Hardware.
- Cable hangers.
- Straps.
- Fasteners.
- Ground wire #6 copper.
- Lighting protection.
- Miscellaneous items.
- 48VDC power supply.
- Cat6.
- #14 two pair wire.
- Fiber single-mode.

Assumptions

- Boom lift rental and delivery and pickup services will be provided.

6. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

6.1. Project Coordinator

The ConvergeOne Project Coordinator (PC) shall work with the Customer to coordinate the project timeline and all ConvergeOne resources. The PC shall be the single point of contact for all non-technical communications including changes in project scope, timelines, and deliverables. The Project Coordinator shall perform the following:

- Lead kickoff meeting with the Customer to determine logistics and project timelines.
- Schedule design sessions and other project meetings as requested.
- Facilitate project and deliverable acceptance.
- Manage the project change orders as required.
- Third-party vendor coordination.

7. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. To refuse acceptance, Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

9. CUSTOMER RESPONSIBILITIES

9.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

9.2. Site Preparation:

- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

9.3. Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

10. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10.1. General Assumptions

- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.
- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for removal and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all

additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.

- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

10.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.
- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.
- VPN access will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided, additional charges will be required.

11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

11.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$16,190.00

- Milestone 1 (50%) - Project Initiation - Kick Off Meeting, Resource Assignment, Design Completion
- Milestone 2 (50%) - Final Customer Acceptance of the Project

11.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

12. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date

PO Number

Solution Summary

Gilroy USD – South Valley Middle School – Wireless Bridge (Maintenance to Transportation) (051122)

<p>Customer: Gilroy Unified School District</p> <p>Ship To Address: 7810 ARROYO CIR GILROY, CA 95020</p> <p>Bill To Address: 7810 ARROYO CIR GILROY, CA 95020</p> <p>Customer ID: C1SGILUNI0001</p> <p>Customer PO:</p>	<p>Primary Contact: Maribel Guizar</p> <p>Email: maribel.guizar@gilroyunified.org</p> <p>Phone: 669-205-4000</p> <p>National Account Manager: Ryan Nelson</p> <p>Email: RNelson@convergeone.com</p> <p>Phone: +18017436271</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$352.94		One-Time		\$352.94
Hardware	\$8,837.06		One-Time		\$8,837.06
Professional Services	\$16,196.00		One-Time		\$16,196.00
Maintenance					
Manufacturer Maintenance	\$692.35		Prepaid		\$692.35
Project Subtotal	\$26,078.35				\$26,078.35
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$26,078.35				\$26,078.35

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

CMAS 3-19-70-2486P

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	LNKEX1010LGBW	ALFO Plus80 HD Comment: 80 GHz, 2Gbps full-duplex capacity, software upgradeable to 10 Gbps, LINK, 71 - 86 GHz, BPSK to 64QAM, 2x Electrical GbE + 2x Optical ports, 1 year warranty		1	\$7,057.65	\$7,057.65
2	SWK2T10GB	SWK2T10GB - Capacity Upgrade		2	\$0.00	\$0.00
3	SWKACM	SWKACM - Adaptive Code Modulation		2	\$0.00	\$0.00
4	UE6BGM00S	Antenna, 80 GHz, 1ft Single Pole, SIAE Direct Mount, Shenglu		1	\$310.59	\$310.59
5	E01435	10GbE Fiber SFP Plug-In		1	\$229.41	\$229.41
6	S03690	Power Over Ethernet Injector (Indoor rated) NOTE: AC PoE requires ICD001408 AC Cord		1	\$225.88	\$225.88
7	ICD001408	PoE Accessory: NOTE: AC PoE requires ICD001408 AC Cord, DC Indoor requires P04189 DC Plug		1	\$7.06	\$7.06
8	UE6BGM00S	Antenna, 80 GHz, 1ft Single Pole, SIAE Direct Mount, Shenglu		1	\$310.59	\$310.59
9	E01435	10GbE Fiber SFP Plug-In		1	\$229.41	\$229.41
10	D60082	D60082 - Power Over Ethernet Injector (Indoor rated) NOTE: AC PoE requires ICD001408 AC Cord		1	\$458.82	\$458.82
11	P04189	P04189 - PoE Accessory: NOTE: AC PoE requires ICD001408 AC Cord, DC Indoor requires P04189 DC Plug		1	\$7.65	\$7.65
12	AP80HD-EXTWAR-12	AP80HD-EXTWAR-12 - Extended Warranty, ALFOPlus80 HD		1	\$692.35	\$692.35
13	FCC-80GHZ-LIC	80 GHz FCC License		1	\$352.94	\$352.94
14	PROFESSIONAL SERVICES	PAC DATA COM SERVICES - REFER TO SOW FOR DETAILS		1	\$16,196.00	\$16,196.00
					Total:	\$26,078.35