



FACILITIES SUBCOMMITTEE MEETING
 Gilroy Unified School District – via Zoom teleconference
 9 a.m. Friday, Aug. 5, 2022

1.

ITEM	PAGE #
Time certain, 9 a.m.: ABM Bundled Energy Solutions	41
Time certain, 10 a.m.: Principal Flores, GECA	30 & 35
A. Approval of minutes: June 3, 2022	1

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Monitoring agreement	South Valley MS	HCI Systems, Inc.	\$75/month	RRM	5
B. Cost increase for playground project	Luigi ES	SPEC Play	\$30,307	General Fund	14
C. State preschool plan UPDATE	Swanston preschool	N/A	N/A	N/A	16
D. Champions UPDATE	Luigi ES / Rod Kelley ES	Division of the State Architect	N/A	N/A	19
E. Five-year maintenance plan	All	N/A	N/A	Deferred Maintenance/GF	N/A
F. IH oversight contract	275 IOOF Avenue	EnviroScience	\$20,944	Measure E	21

3. MAINTENANCE

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Gate repair (ratification)	Gilroy HS	Architectural Systems	\$6,640	RRM	22
B. Backstop repair (ratification)	Glen View ES	Architectural Systems	\$19,521	RRM	23
C. Pool deck repairs	Christopher HS	MG Constructors & Engineers	\$9,911.81	RRM	24

4. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Request to remove casework in computer lab	Eliot ES	GUSD staff	N/A	RRM	26
B. Facility modification request	Brownell MS	GUSD staff	N/A	RRM	29
C. Facility modification request: Office layout (safety concern)	GECA	GUSD staff	TBD	RRM	30
D. Wellness Center proposal	GECA	GUSD staff	\$6,000-\$8,000	Learning Recovery Emergency Block Grant	35
E. Indoor view boards	Christopher HS	BSN Sports	\$149,923.41	Christopher HS endowment	40
F. ABM Bundled Energy Solutions (time certain)	District-wide	ABM Building Solutions	N/A	N/A	41

5. SAFETY & SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Zenitel Intercom UPDATE / INFORMATION ONLY	All	Qovo	N/A	N/A	N/A

OTHER PROJECTS/FACILITY ISSUES AT SITES

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

NEXT MEETING: 9 A.M. FRIDAY, SEPT. 2, 2022



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

MEETING CALLED TO ORDER: 9:03 a.m.

PRESENT

Debbie Flores
 Mark Good
 Alvaro Meza

Anna O’Connor
 James Pace
 Linda Piceno

Kimberly Smith
 Marissa Van Patten

1.

ITEM
<p>?A. Time certain, 9:30 a.m.: Joe Vela, Aedis Architects</p> <p>MINUTES</p> <ul style="list-style-type: none"> • Aedis’ contract is based on percentage of project budget. The project budget has increased from the project estimate so the fee increases.. • The fee increase is \$669,057, paid out of Measure E. • Next steps: This will go to the board for approval. <p>Proposal for the Maintenance, Operations and Transportation (MOTS) yard</p> <ul style="list-style-type: none"> • Plan A, estimated cost \$15,551,543 <ul style="list-style-type: none"> ○ Preschool: The district has extra portables that can be used for offices and classrooms. The program needs a parking lot for families. ○ The maintenance shop would remain. Fire lane needs to kept clear. ○ This plan includes space for an additional district storage building. ○ Transportation could go into a new building and I.T. into existing portables along the edge of the track area. ○ Room for 40-50 buses. • Plan B, estimated cost \$19,341,000 <ul style="list-style-type: none"> ○ Condensed preschool to a more square shape and maintained the current parking lot. ○ Includes district storage building. ○ Reduces GPS playing field. ○ More paving in this area drives up cost for this plan. ○ New building would house Transportation, Maintenance and I.T. Bus maintenance area would have better access to buses in this configuration. ○ Room for 50-plus buses. • \$16M in Measure E funds are expected to be left after current projects are done. • Linda would like the district would like to consider if any plan addresses any other needs the district should address. • James: If this \$16M is expected to be left, is this how the district wants it to be spent? Are the school sites need attention? • Alvaro asked Joe to draft a preliminary proposal that isolates just the preschool area for a cost estimate. • Dr. Flores: The preschool could potentially move somewhere else but she’d like to know where the preschool students live. Are they from this neighborhood? Alvaro will see if this data can be pulled from the demographers.

A. Approval of minutes: May 6, 2022
<p>MINUTES</p> <ul style="list-style-type: none"> Linda moved to approve. James seconded. All in favor.

2. FACILITIES & NEW CONSTRUCTION (MARISSA VAN PATTEN)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Owner-furnished items	South Valley MS	EBRS / Belson/ Uline	\$21,229.14	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> This is for items the district supplies for the modernization project. Items include appliances for employee lounge, trash cans for campus, etc. Next steps: This will go to the board for approval. 				
B. Demolition of Vandal Watch trailer	Luigi ES	Randazzo Ent. Inc.	\$14,182	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> The district now owns this trailer and it can be demolished. Three bids received. Next steps: This will go to the board for approval. 				
C. Lease agreement with Champions, Inc.	ADB/South County Annex, Rod Kelley ES, Luigi ES	Champions Inc.	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> The buildings at ADB are not in operation. They only operate in Luigi and Rod Kelley. Consolidate their programs in summer. The buildings transfer to the district ownership on July 31, 2022. Paul is working with KinderKare, the current parent organization, to document DSA certification at the three sites. These certifications are required if students are housed in these portables in the fall. If KinderKare is not able to complete the certifications, Luigi ES principal has identified two classrooms that can house students while the certifications are being finalized. Champions would be able to use their existing spaces for storage during this process as well. Next steps: This will go to the board for approval. 				
D. Aedis Architects fee increase	South Valley MS	Aedis Architects	\$669,057	Measure E
<p>MINUTES</p>				

<ul style="list-style-type: none"> See Item 1A for item discussion. 				
E. Inspector of Record services bids	Luigi ES	Jerome Zalinski	\$5,500	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> Mandated inspector for project. Next steps: This will go to the board for approval. 				
F. Commissioning agent	South Valley MS	Cypress Engineering	\$66,400	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> Mandated commissioning for the completion of buildings. Next steps: This will go to the board for approval. 				
G. Preliminary plan for Maintenance, Operations, Transportation (MOTS) yard	MOTS yard	Aedis	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> See Item 1A for item discussion. 				

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Animal pest exclusion	Glen View ES	ADM	\$5,290	RRM
B. Animal pest exclusion	El Roble ES	ADM	\$4,910	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This plan has been successful at other sites. The portables are sealed off at the base to prevent animals from getting under the buildings. These two items will go the board for approval. 				

4. SAFETY & SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
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

MINUTES

- Three vendors bid on this project.
- The recommendation would go to with QoVo, which also submitted the lowest bid.
- Next steps: This will go to the board for approval.

B. Entry intercoms	All schools sites (including preschools)	QoVo	\$136,658.26	General Fund, Equipment replacement
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MINUTES

- This for all 14 schools and three preschools.
- Next steps: This will go to the board for approval.

5. INFORMATION TECHNOLOGY (MARIBEL GUIZAR)

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

MINUTES

- The current network runs through the old I.T. building (which is being demolished).
- Maintenance and Transportation needs this wireless bridge to maintain service.
- This wireless option because trenches for a in-ground connect would be very expensive. This would also be flexible for future moves.
- Next steps: This will go to the board for approval.

NEXT MEETING: 9 A.M. FRIDAY, Aug. 5, 2022

REMOTE SUPERVISING STATION MONITORING AGREEMENT

Date:	July 11, 2022		
Job Site:	South Valley Middle School 7881 Murray Avenue Gilroy, CA 95020	Customer:	Gilroy Unified School District 7810 Arroyo Circle Gilroy, CA 95020 ATTN: Paul Nadeau
DEPT #:	503	Phone:	408.726.1686
From:	Wes Reynolds 925.337.1962 wreynolds@hcisystems.net	Email:	paul.nadeau@gilroyunified.org

Scope of Work:

You ("Customer") have requested, and Advanced Monitoring agrees to provide the following services as described below.

Type of System(s) to be Monitored as UL Listed Remote Supervising Station:

- Notifier NFS2-3030

Type of Monitoring equipment(s) to be used:

The following Telguard Cellular Unit will be used:

- TG-7FP-A

Takeover Requirements (If applicable)

- Advanced Monitoring will assume the fire alarm and fire sprinkler monitoring as it is currently being monitored off the existing panel.
- Customer must provide Advanced Monitoring with a copy of the current zone list prior to the setup of the new account.
- Customer must ensure that the panel is not password protected.
- Should Customer fail to provide the current database and password for the applicable systems to be monitored, an additional cost will apply.
- The monthly cost quoted herein is for monitoring services only and EXCLUDES any 3rd party programming, unless expressly indicated otherwise below.
- Customer must ensure that a receptacle is provided to plug in transformer for power. Such receptacle must be in place prior to panel installation.
- Advanced Monitoring EXCLUDES repair and/or replacement of any existing devices, wire, conduit and components related to the monitoring system.
- Advanced Monitoring EXCLUDES any and all engineering, plan check, permit and AHJ inspection fees.
- For wireless units, Customer must ensure that the SIM card is released by the existing monitoring company in order to complete the transfer of monitoring services to Advanced Monitoring. If the SIM card is not released, an additional cost will apply for the replacement of the wireless dialer (which will be required).

Under this Agreement, Advanced Monitoring will do the following:

- 24/7 monitoring of the system at Advanced Monitoring Remote Station (see Section 4).

A. **MONTHLY SERVICE FEE:** The monthly Service Fee for monitoring ONLY is:

Monthly Monitoring Fee:	\$ 75.00	
Programming Fee:	\$ 00.00	(Waived)
TOTAL ANNUAL FEE:	\$ 900.00	

The service fee is subject to increase as described in Section 1 of this Agreement. In addition, you will pay the pro-rated fee for the month in which alarm monitoring service begins. THERE IS NO FINANCING CHARGE OR COST OF CREDIT ASSOCIATED WITH THIS AGREEMENT.

Monthly service fee EXCLUDES any additional work outside of the scope of this monitoring agreement including but not limited to repairs, service calls and runner service. Any additional work requested to be performed will be charged according to current labor rates.

B. **PAYMENT METHOD:** All payments are due in advance at the beginning of the period. Customer will receive invoicing at the beginning of each period identified herein

Payments will be made: Annually Quarterly Monthly

C. **DECLINE BACK-UP:** As described in Section 5, Customer does not want back-up transmission of alarm signals and understands that, if Customer's transmission service is interrupted or disconnected, no signal will be sent to the Central Station, and emergency personnel will not be called.

YES, Decline Back-up

D. **TERM:** The term of this Agreement is **FIVE YEARS**. Monitoring begins when System signals sent to the Central Station have been received and confirmed. the Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate no less than 30 days before the expiration of the original or renewal term. If Customer moves from the Premises, Customer is NOT relieved from their obligations under this Agreement.

Terms & Conditions:

1. SERVICES AND PAYMENT:

- 1.1 **REJECTED PAYMENT.** If payment received from Customer is rejected for any reason, Customer agrees to pay Advanced Monitoring the amount due plus a \$25 returned payment fee as permitted by law within five days of the date of written notice provided by Advanced Monitoring. If Advanced Monitoring makes any error or omission in its obligations herein, Customer agrees that Advanced Monitoring's sole responsibility is to correct the error once written notice is received from Customer describing the error or omission.
- 1.2 **INCREASES IN SERVICE FEE:** You acknowledge that the Service Fee is based in part upon existing federal, state and local taxes and charges. Advanced Monitoring shall have the right, at any time, to increase the Service Fee to reflect any additional or increased taxes, licenses, permits or fees which may be charged by any utility or governmental agency relating to the the services provided herein, and Customer agrees to pay the increase. In addition, after the first year, Advanced Monitoring may increase the Service Fee during each following year (but not more often than once every 12 months) by providing Customer a 30 days prior written notice. If Customer is unwilling to pay the increased Service Fee, Customer may terminate this Agreement by providing Advanced Monitoring a written notice no later than the 30th day after the effective date of the increase.

IMPORTANT NOTICE TO SUBSCRIBER: THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND, THEREFORE, ADVANCED MONITORING MAY NOT BEGIN MONITORING UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS OR LICENSES AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.

2. **ADVANCED MONITORING'S LIMITED LIABILITY:** Customer expressly agrees that Advanced Monitoring's maximum's liability on any and all claims associated with or related to the services provided herein shall be limited to \$250.00, or six times the monthly monitoring fee, whichever is less, if Customer or anyone else suffers any harm (damage to or loss of property, personal injury or death) because the System failed to operate properly or Advanced Monitoring was negligent or acted improperly. Customer acknowledges that they have had the opportunity to discuss this limitation with Advanced Monitoring's representative and Customer elected not to obtain a higher limitation of liability in exchange for a monthly service fee.
3. **FULL AGREEMENT:** By signing below, Customer acknowledges that prior to signing this Agreement, they have received, read and understood this Agreement and that no other representations were made to them by any Advanced Monitoring's representative that do not conform to this Agreement.
4. **WIRELESS MONITORING SERVICE:** Customer elects to have the monitoring services described herein performed by Advanced Monitoring and agrees that the services meet their needs. Additional, different, or higher levels of protection and service were discussed with Customer and were made available to Customer at an additional cost. The signals or images, if any, from the security system or the signals from the fire devices or system at the Premises described under the Scope of Work section of this Agreement ("System") will be connected to an independently owned and operated monitoring facility (the "Central Station") under subcontract with Advanced Monitoring. When a fire alarm signal from the System is received in the Central Station, a representative from the Central Station will try to telephone the fire department and the first person designated on Customer's Emergency Instructions. When a supervisory or trouble signal is received in the Central Station, a representative from the Central Station will try to notify Customer's designated agent or the first available person designated on Customer's Emergency Instructions. Notification of non-emergency trouble signals is made only during our normal daytime business hours. Advanced Monitoring reserves the right to tape record all telephone conversations with the Central Station. If a Runner Service in Customer's Jurisdiction's, Customer is further referred to the Scope of Work Section in this Agreement.
5. **SIGNAL TRANSMISSION:**
 - 5.1 Decline Back-up. **This provision is applicable only if Customer elects to decline back-up.** If Customer is using a traditional phone line or an Internet-based transmission to our Central Station, Customer acknowledges that they have thoroughly discussed with Advanced Monitoring the availability of cellular or radio back-up transmission of alarm signals from the Systems being monitored per this Agreement to the Central Station, and that such services are available to Customer at an additional cost. Customer however has declined such back-up services and indicated that they do not desire a back-up transmission of alarm signals. In doing so, Customer fully understands that, if their transmission service is interrupted or disconnected, no signal will be sent to the Central Station, and emergency personnel will not be called. Advanced Monitoring is NOT responsible in any way, shape or form for any such failure.
 - 5.2 System includes a communicator that sends signals to the Central Station via a radio frequency system. The radio frequency system will be used for transmitting alarm signals from the Systems being monitored to the Central Station. Customer acknowledges that the use of radio frequencies is controlled by the Federal Communications Commission and local regulatory agencies, and changes in rules, regulations and policies may require or necessitate discontinuing or modifying such transmission facilities. Customer further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. Advanced Monitoring is NOT responsible in any way, shape or form for any such impairment, interruption and/or failure
 - 5.3 System includes a cellular dialer that sends signals to the Central Station via a standard cellular network connection. Customer acknowledges that the cellular signal utilized by the cellular dialer can be disrupted due to service provider network issues outside the scope of the equipment and services provided by Advanced Monitoring. Customer further acknowledges that the service provider may upgrade (i.e. change local tower from 3G to 4G, 5G etc.) or modify their infrastructure without Advanced Monitoring or Customer's knowledge which may disrupt or disconnect the transmitted signal from reaching the Central Station via the service providers network. Notwithstanding anything to the contrary Customer expressly agrees that Advanced Monitoring is NOT responsible in any way, shape or form for any such impairment, interruption and/or failure and any resulting damages from any of the foregoing issues under any legal theory. Any changes or upgrades required to the Customer's equipment to regain connectivity to the service providers network are also outside the scope of this Agreement.
6. **TAKEOVER OF OTHER SYSTEMS:** **Advanced Monitoring assumes no liability whatsoever, as to any system monitored under this Agreement unless such system and all its components were installed by Advanced Monitoring. Any components that are installed by Advanced Monitoring to facilitate the takeover of a system which was monitored by another prior monitoring service are subject to the limited warranty given in the applicable installation agreement. Advanced Monitoring undertakes NO OBLIGATION WHATSOEVER to investigate or inquire into Customer's legal obligations to any third party with respect to the systems being monitored or any of their components if they were not installed by Advanced Monitoring. Customer acknowledges and agrees to provide indemnification to Advanced Monitoring as indicated herein in sections 11 and 12 with respect to any action brought against Advanced Monitoring arising out of or related to any System, or component, not installed by Advanced Monitoring. Further, all existing**

equipment, components, or wiring that Advanced Monitoring connects to are EXPRESSLY EXCLUDED from any limited warranty provided by Advanced Monitoring, and unless Customer specifically enters into a separate service agreement and makes additional payment, the existing equipment, components, or wiring will not be tested or inspected by Advanced Monitoring. Advanced Monitoring is NOT liable for equipment or components not installed by its team even if Advanced Monitoring connects to it.

7. **FALSE ALARMS:** Customer agrees that all their agents and representatives, members, employees or others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather, faulty building construction or other forces or conditions beyond our control. If too many false alarms occur, Advanced Monitoring may cancel all services. If a false alarm fine or penalty is charged to Customer or to Advanced Monitoring by any governmental agency, Customer agrees to such charge or reimburse and hold Advanced Monitoring harmless from it, as the case may be. **Customer is solely responsible for all false alarm fines, penalties, or fees, whether assessed against Customer or Advanced Monitoring.**
8. **CUSTOMER'S DUTIES:**
- (a) Customer will:
 - i. Instruct their employees and others who may use the System on its proper use.
 - ii. Obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System and pay all usage fees imposed by any governmental agency.
 - iii. Provide Emergency Information which will include the name, telephone number and relationship of each person that Advanced Monitoring may call in the event there is an emergency signal received requiring a contact with Customer's designated agent, and other emergency information we may request; and provide written notice of any changes in the information on your Emergency Information.
 - iv. Test the System's protective devices and send test signals to the Central Station in accordance with Advanced Monitoring's instructions at least monthly.
 - v. Ensure proper system functionality by procuring service and/or repairs as needed to prevent excessive repetitive signal activation. Daily voice notifications on the same trouble and/or supervisory signal (s) exceeding 10 consecutive days may result in additional fees, not to exceed \$10 per month, due to excessive usage of Advanced Monitoring receiver phone lines.
 - (b) Customer agrees that Advanced Monitoring may provide the Customer's Emergency Information to any government authority having jurisdiction over Advanced Monitoring, the Central Station or the Systems being monitored under this Agreement.
 - (c) **THE SYSTEMS MONITORED UNDER THIS AGREEMENT MAY USE WIRELESS BATTERY-OPERATED DETECTION DEVICES, AND CUSTOMER MUST NOTIFY ADVANCED MONITORING IF THE SYSTEM EMITS A LOW BATTERY SIGNAL. WHEN NOTIFIED BY CUSTOMER, ADVANCED MONITORING WILL REPLACE THE LOW BATTERY AT CUSTOMER'S EXPENSE. IF CUSTOMER FAILS TO NOTIFY ADVANCED MONITORING, THE SYSTEMS MAY NOT FUNCTION PROPERLY AND ADVANCED MONITORING SHALL HAVE NO LIABILITY RESULTING FROM SUCH CUSTOMER'S FAILURE TO NOTIFY ADVANCED MONITORING OF THE LOW BATTERY SIGNAL.**
9. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT; DELINQUENCY CHARGE:** Customer understands that Advanced Monitoring may stop or suspend monitoring or other services, or cancel this Agreement if any of the following occurs: (a) strikes, severe weather, earthquakes, telephone outages or other such events beyond our control affect operations or so severely damage Customer's premises that continuing service would be impractical; (b) Advanced Monitoring is unable to provide service because of some action or ruling by any governmental authority; (c) Customer becomes a debtor in a bankruptcy proceeding; or (d) Customer fails to timely pay the Service Fees, after being provided with a ten days' notice that Advanced Monitoring is canceling service because of non-payment. Advanced Monitoring may charge a service re-establishment fee if service is suspended for non-payment; (e) Customer provides 30 days written notice to Advanced Monitoring, including account number(s), account location, and effective date, to discontinue alarm monitoring services, but only if in accordance with this Agreement. By cancelling monitoring services, Customer accepts that on the effective date the account(s) will no longer be monitored by Advanced Monitoring and that in the event of alarm, no authorities or emergency contacts will be notified. Subscriber agrees that Advanced Monitoring will not be liable for resulting system vulnerability and understands that cancellation of active accounts will cause any outstanding invoices to become due immediately. If notice is not provided within the required 30 days before the start of the next billing period, Customer's final invoice may include charges for the next billing period. If Customer fails to make any payment when due, Advanced Monitoring may discontinue service, terminate this Agreement and recover all damages to which Advanced Monitoring is entitled to including the value of the services performed and all amounts due to us for the unexpired term of the Agreement. In addition, Advanced Monitoring may impose a late charge on all payments more than ten days past due, of ten percent (10%) of the delinquency (with a maximum of \$25.00 and a minimum of \$5.00) or the maximum amount permitted by California law, whichever is less. Upon the expiration or earlier termination of this Agreement for any reason, or its suspension or cancellation under this paragraph, Customer will permit Advanced Monitoring access to the subject premises for the purpose of reprogramming the communication device to delete any Advanced Monitoring proprietary information; Customer understands that this will not affect the "local" operation of the systems, although the systems may not function with other companies' monitoring equipment.

10. **ASSIGNEES AND SUBCONTRACTORS:** Advanced Monitoring may transfer or assign this Agreement to any other fire alarm company or financing institution without notice to Customer. Customer may not transfer this Agreement to someone else (including someone who purchases or leases or subleases the subject premises) unless Advanced Monitoring pre-approves the transfer in writing. Advanced Monitoring may use subcontractors to provide alarm services, and this Agreement, and particularly Sections 11 and 12, shall apply to them and the services they provide, and protect them in the same manner as it applies to and protects Advanced Monitoring.
11. **Advanced Monitoring IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** Customer understands, acknowledges, and agrees that: (a) Advanced Monitoring and its divisions or affiliates are not insurers of the subject real or personal property, data, or the personal safety or property of anyone on the subject Premises; (b) it is Customer's sole responsibility to obtain any insurance on the subject premises and the contents thereof and any life, disability or health insurance for persons using or working on or visiting the subject premises; (c) the amount you pay to us is based only on the value of the service Advanced Monitoring provides under this Agreement; (d) fire systems in general and the specific services Advanced Monitoring may provide under this Agreement may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the Systems or services provided herein fail to operate properly; (f) it is difficult to determine how fast the fire department or others would respond to a request for help; (g) it is difficult to determine what portion, if any, of any personal injury or death would be proximately caused by any breach of this Agreement, any failure to perform, any negligence, or a failure of the Systems. Advanced Monitoring makes no guarantee or warranty, including an implied warranty of merchantability or fitness for a particular purpose, that the services provided herein will prevent or avoid occurrences or the consequences of occurrences that the Systems or services provided herein are designed to detect or avert.

THEREFORE CUSTOMER EXPRESSLY AGREES:

Even if a court decides that any breach of this Agreement by Advanced Monitoring, a failure of the Systems, negligence, or a failure of the services to be provided by Advanced Monitoring caused or allowed any harm or damage (whether property damage, personal injury or death) to Customer, the subject premises, or anyone on the subject premises, Customer agrees that the maximum Advanced Monitoring liability for such, shall be limited to \$250.00 or six times the monthly Service Fee, whichever is less, as liquidated damages and not as a penalty, and this shall be Customer's sole remedy regardless of what legal theory (including without limitation, breach of contract, negligence, product liability or breach of warranty) is used to determine that Advanced Monitoring is liable for the injury or loss.

CUSTOMER MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If Customer wishes, they may obtain a higher limitation of liability instead of the amount set forth above for an additional periodic fee based on a graduated scale of rates. If you elect this option, please request that in writing from our agent prior to signing this Agreement and request that the higher rate charged for the services corresponding to the higher limit Customer requested is clearly indicated in the Scope of Work portion of this Agreement. Customer should ensure that this Agreement sets forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that Advanced Monitoring is an insurer of Customer or the subject premises or any of its visitors, occupants, or property, or third parties or their property.

12. **THIRD PARTY INDEMNIFICATION AND SUBROGATION:** If anyone third party alleges any claims or seeks any damages from Advanced Monitoring based on any alleged harm or damages (including property damage, personal injury or death) connected with or resulting from: (i) Advanced Monitoring's breach of this Agreement; (ii) a failure of the Systems or services provided herein; (iii) any tort or negligence; (iv) any other improper or careless activity alleged to have occurred or occurred by Advanced Monitoring in providing the services herein; or (v) any claim for indemnification or contribution arising from the foregoing, Customer agrees to defend, indemnify, and hold harmless Advanced Monitoring immediately upon demand by Advanced Monitoring (a) any amount which a court orders Advanced Monitoring to pay or which is attributed to Advanced Monitoring to pay, and (b) the amount of any attorney's fees incurred by Advanced Monitoring in defending such claims and any other loss and/or costs that Advanced Monitoring may pay in connection with the harm or damages. This provision applies to all claims regardless of cause, regardless of whether caused by any failure or omission by Advanced Monitoring in performing under this Agreement or failure of the systems being monitored herein or their components or their signal transmission any Systems' performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. Customer's obligation to pay Advanced Monitoring for such harm or damages shall not apply if the harm or damages occurs while one of Advanced Monitoring's representatives is in or about the subject premises, and such harm or damages is exclusively and solely caused by that representative. Customer further agrees to release Advanced Monitoring from any claims of any parties suing through Customer's authority or in Customer's name, such as Customer's insurance company, and Customer agrees to defend Advanced Monitoring against any such claim. Customer agrees to notify their insurance company of this release.
13. **LIMITATION ON LAWSUITS, VENUE, GOVERNING LAW, ATTORNEYS' FEES:** Both Advanced Monitoring and Customer agree that any demand for arbitration, lawsuit or any other legal proceeding connected with this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year from the date of the event which caused the loss, damage, injury, or death. This Agreement is made and entered into in Riverside County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Riverside County. California law applies to this Agreement

regardless of choice-of-law rules. If a dispute arises over the interpretation, construction, enforcement or collection of any amounts due under this Agreement, the prevailing party shall be entitled to, and shall be awarded, all costs of investigation and collection, whether or not suit is filed, and all costs and expenses of suit, including reasonable attorney's fees.

14. **DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES:** Advanced Monitoring's obligation to provide the services described herein arises solely out of this Agreement, and not through any other means. Advanced Monitoring does not represent or warrant that the Systems or services provided herein may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. Neither Advanced Monitoring nor any of its agents or representatives made any representations or warranties, express or implied, as to any matter whatsoever, including without limitation, our services, the condition of the equipment, its merchantability, its fitness for any particular purpose, or noninfringement or title to you. All implied warranties of merchantability and/or fitness for a particular purpose are expressly excluded from this Agreement. Customer acknowledges that they did not rely on any advertisement, representation, or warranty, express or implied in entering into this Agreement. There are no express warranties provided for the services provided herein. If Advanced Monitoring was to have any liability greater than that agreed to by the provisions of this Agreement, Advanced Monitoring could not and would not provide the services described herein, and Advanced Monitoring could not provide the services at the rates contained here. Any warranty provided in this Agreement gives Customer specific legal rights. **To the maximum extent allowed by law, under no circumstances will Advanced Monitoring be liable for any special, consequential, or incidental damages arising from claims related to the services herein and Customer agrees that all such damages are expressly waived and released.**
15. **DEFAULT; INTEREST:**
- 15.1 Default. Any of the following constitute default by Customer under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with Advanced Monitoring or any of its designated representatives, including being disrespectful or abusive, or to comply with reasonable requests; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test, repair, or update the subject Systems; or (e) Customer becoming a debtor in a bankruptcy proceeding. If Customer defaults, Advanced Monitoring may discontinue all work or services upon ten-days' written notice to Customer and accelerate and recover 75% of all amounts to become due under this Agreement, as well as all other sums to which Advanced Monitoring is entitled to. **For fire systems, Advanced Monitoring may report Customer's failure to inspect and test the subject Systems, or lack of System monitoring, to the authority having jurisdiction.**
- 15.2 Interest. If any payment due is more than ten days late, Customer agrees to pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full.
16. **NOTICES:** All notices regarding this Agreement must be in writing and may be served by personal delivery; a nationally-recognized overnight courier with all delivery charges provided for; or certified mail, return-receipt requested and regular mail with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.
17. **NETWORK OR SERVER VULNERABILITY; LIABILITY.** Customer is solely responsible for the integrity and security of the data, software, devices, computer system, networks, servers, and other equipment on the subject premises. Customer is also solely responsible for limiting access to your wireless systems or VPN, changing the default password, updating firmware or software routinely, and securing access to the Systems or software with regularly updated pass code protection, credentials, lockout codes, or encryption software. Advanced Monitoring is not liable for any loss, damage, or injury arising out of or relating to any unauthorized or improper access to or use of the subject systems or data. The subject Systems or wireless devices may be connected to the Internet. Customer understands that Advanced Monitoring does not operate or control the Internet, that all devices may not meet encryption standard specifications, and that viruses, worms, or trojan horses, denial of service, or other malicious or undesirable data, code, software, attacks, hackers, or users may attempt to access or damage Customer's data, devices, computers, and networks. Advanced Monitoring is not liable for such activities. Advanced Monitoring further does not guarantee that the Systems or services provided herein will meet Customer's requirements, that the services will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. Customer must notify Advanced Monitoring immediately if Customer upgrades their operating system or make any changes to their file mapping, or their Systems or devices are unable to access the Internet or network service.
18. **ENTIRE AGREEMENT:** The entire and only agreement between Customer and Advanced Monitoring for alarm monitoring services is contained in this Agreement. It replaces any earlier oral or written understandings or agreements, including any previous agreement by which Advanced Monitoring, or anyone before Advanced Monitoring, provided alarm services for Customer on the subject premises. It may only be changed by a written agreement signed by both parties herein. If Customer has given or ever gives Advanced Monitoring a purchase order for the services which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. Customer agrees that this Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts or choice of laws.

19. AUTHORIZED SIGNATORIES:

19.1 The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCl to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.

19.2 The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.

19.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.

20. THE COMPANY'S LICENSE: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, and Post Office Box 26000, Sacramento, California 95826.

ACCEPTANCE

Customer has read and understood this Agreement and all its terms. Customer further agrees that all terms herein are satisfactory and acceptable to Customer. Further, Customer acknowledges that they have received, a copy of this Agreement and accepted all its terms including, the limited liability provisions. The services provided are based upon Customer's specific request, approval, and cost considerations, for which Customer must hold Advanced Monitoring harmless. All terms on the other pages or attachments are part of this Agreement.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

Date signed: 7/20/2022

Advanced Monitoring, Inc.

By: Dario Canizalez
Company Representative

Alarm agent no: _____

APPROVED: 
Authorized Company Officer

GILROY UNIFIED SCHOOL DISTRICT

SUBSCRIBER NAME

By: 

Álvaro Meza (Signature) Assistant Superintendent/C.B.O

(Print name, title of person signing)

Date Signed: 7/14/2022

Billing Address: 7810 Arroyo Circle
Gilroy CA 95020

THIS AGREEMENT WILL NOT BE BINDING ON ADVANCED MONITORING UNLESS AND UNTIL IT IS APPROVED BY AN AUTHORIZED OFFICER OF THE COMPANY. IF FOR ANY REASON IT IS NOT APPROVED, ADVANCED MONITORING'S SOLE RESPONSIBILITY WOULD BE TO REFUND THE AMOUNT THAT CUSTOMER HAS PAID WHEN THEY SIGNED THE AGREEMENT.

Monitoring – Emergency Contact List

SITE INFORMATION	Site Name:	South Valley Middle School	CS#
	Address:	7881 Murray Ave	
	City:	Gilroy	State: CA Zip Code: 95020
	Premise Phone:	(669)205-5200	Premise Phone #2: (669)205-7940
	Email Address (for account notifications): paul.nadeau@gilroyunified.org		

CONTACT INFORMATION List contacts in order of call sequence	Contact Name:	Aurelio Rodriguez	Pin Code:	8336
	Phone Number #1	(408)887-8336	Phone Type:	mobile
	Phone Number #2	(831)809-5354	Phone Type:	mobile
	Contact Name:	Paul Nadeau	Pin Code:	1686
	Phone Number #1	(408)726-1686	Phone Type:	mobile
	Phone Number #2	(408) 595-2619	Phone Type:	mobile
	Contact Name:	Alvaro Meza	Pin Code:	6455
	Phone Number #1	(831)588-6455	Phone Type:	mobile
	Phone Number #2		Phone Type:	
	Contact Name:		Pin Code:	
	Phone Number #1		Phone Type:	
	Phone Number #2		Phone Type:	

*****IMPORTANT NOTICE TO CUSTOMER*****

If Advanced Monitoring is taking over an existing remote station account, the customer must provide Advanced Monitoring with a copy of the current zone list prior to the setup of the new account.

Specified Play Equipment Co.

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



ADDRESS

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

SHIP TO

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

Estimate 2524

DATE 07/19/2022

EXPIRATION DATE 08/31/2022

TRACKING NO.

Luigi Aprea Change Order

CSLB# 1050307

-

DIR# 1000064237

-

ACTIVITY	QTY	RATE	AMOUNT
Site Work Perimeter Excavation 320' LF x 4' Wide x 7.5" Deep per C2.1	1	6,757.00	6,757.00
Site Work 4' Wide Perimeter AC Pavement Apron per C2.1	1	24,916.00	24,916.00
Site Work Asphalt ADA Walkway 32'-9" x 6' per C2.1	1	11,024.00	11,024.00
Site Work 45' LF connection to existing drain inlet & add perf drain pipe throughout entire 145' run per C2.1	1	3,933.00	3,933.00
Site Work Construct 20' x 36' x 3" Deep mulch area using redwood header boards, weed barrier fabric & 7 CY mulch	1	6,760.00	6,760.00
Site Work Additional Concrete per Structural Engineered Re-Calculations 4/29/22 for Shades, Swings & Volta Spinner	1	1,135.00	1,135.00

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

ACTIVITY	QTY	RATE	AMOUNT
Site Work DEDUCT FROM ORIGINAL QUOTE: Concrete Walk (Open Market): Provide labor and materials to pour 4' wide x 45' LF x 4" deep typical gray color horizontal rebar grid with score lines broom finish concrete walkway	1	-9,493.00	-9,493.00

Bonding DEDUCT FROM ORIGINAL QUOTE: Payment and Performance Bond	1	-14,725.00	-14,725.00
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By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment

SUBTOTAL	30,307.00
TAX	0.00

TOTAL	\$30,307.00
--------------	--------------------

Accepted By

Accepted Date

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



GUSD

EXCELLENCE: IT TAKES EVERYONE!

FACILITIES

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

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

PROJECT

Potentially, we can relocate existing buildings to the Glen View site to help facilitate localized management and program controls.

SITE

Glen View Elementary

DATE

SHEET#

OPTION 1 - POTENTIAL STATE PRESCHOOL SITE (RELOCATION OF SWANSTON LANE)



Aedis preliminary site plan



OPTION 1 - POTENTIAL STATE PRESCHOOL SITE (RELOCATION OF SWANSTON LANE)



GUSD

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Marissa VanPatten
Project Manager
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PROJECT

SITE

PROJECT

PROJECT

DATE

SHEET#



Date: 7/13/2022

Via Email: Josh Noda (jnoda@kc-education.com), Mary Russell (mrussell@kc-education.com), Merry Convery (mconvery@kc-education.com), Cc: Alvaro Meza (ameza@gilroyunified.org)

Champions KinderCare Learning Companies Inc.

Re: **NOTICE CONCERNING DISTRICT FACILITIES – Lease Agreements between GUSD and Champions – Termination Upon Expiration of the Respective Term**

Champions Team,

After reviewing the existing leases between the Gilroy Unified School District (District) and Champions (KinderCare Learning Companies Inc.), formerly Aramark Educational Resources, Inc. d/b/a Medallion School Partnerships (Champions), concerning the use of certain facilities and space by Champions at each of the school sites identified below, the District has determined that none of the existing leases will be renewed. If Champions desires to continue its operations at Luigi Aprea and Rod Kelley, the District is willing to negotiate a facilities joint use agreement to set terms and condition for use of the facilities at those sites. However, Champions must take certain actions and agree to satisfy certain requirements at all three sites, as further specified below before a joint use agreement can be negotiated.

Rod Kelley Elementary School & Luigi Aprea Elementary Schools

Pursuant to separate Ground Lease Agreements (the "Lease Agreements") approved and executed by Champions on March 13, 2002, the District leased a portion of the land at the Luigi Aprea School Site and certain facilities at Rod Kelley School Site to Champions. Under the Lease Agreements, Champions was authorized to construct and operate a childcare facility at Luigi Aprea and to operate a childcare facility at Rod Kelley. The Lease Agreements require that Champions ensure that the facilities it occupies satisfy all building and safety codes and laws applicable to school district facilities at all times. It has come to the attention of the District that the facilities operated by Champions are not in compliance with the Division of State Architect (DSA) requirements.

The District hereby notifies Champions that it will not renew the Lease Agreements at the end of the term. However, if Champions causes the facilities to undergo a full DSA review by a District managed architect, complies with all requirements to bring the buildings into current DSA standards and achieves complete DSA certification, the District will consider entering into a new facilities use agreement to allow Champions to continue operating childcare facilities at those sites. Note that the architect of record for Luigi Aprea has provided a \$285,805 quote for this work at both sites.

If Champions elects to remove its operations upon expiration of the Lease Agreements, the buildings at Rod Kelley & Luigi Aprea must be tendered to the District in good repair and in compliance with applicable laws, codes and requirements. In the alternative, the District might require Champions to remove the facilities at its expense and without damaging the remaining structure or grounds.

If Champions elects to pursue DSA compliance and remain at those sites, the following will apply:

Interim Operations

The buildings at Luigi Aprea have been identified by DSA as non-conforming structures and may not be occupied until they are fully compliant. Current operations for Luigi Aprea are being operated out of the Multi-Purpose Room. If Champions begins working toward DSA compliance, the District will consider allowing Champions to continue operating from that space until the above-mentioned work is completed and a new facility use agreement is approved by the District's Board of Education.

The buildings at Rod Kelley Elementary have not been identified as non-compliant by the DSA. Since there are no occupancy restrictions at this time, the District will consider allowing Champions to continue operations at the current facilities after expiration of the Lease Agreements; provided that Champions takes immediate steps to begin working toward DSA approval.



New Use Agreements - General

The District is currently generating a new use agreements that would allow Champions to continue operating at both Rod Kelley and Luigi Aprea Elementary Schools, in designated rooms that best accommodate the program and the school's needs, as long as all operations are in compliance with all laws and safety requirements applicable to school facilities. The usage fee will be set at 10% of the program's gross income generated by Champions. Payment will be due quarterly. Champions will be required to provide ongoing enrollment data as backup to justify the quarterly usage fee amounts. In addition, Champions will be required to submit to the District, annually, on or prior to July 1 of each year, copies and documentation satisfactory to the District evidencing: (i) its current licensing for each site, (ii) its license to do business in the state, and (iii) adequate insurance coverages, as required in the use agreements. These documents must be submitted to the Business Department, to the attention of Assistant Superintendent of Business Services, 7810 Arroyo Circle, Gilroy CA 95020.

Antonio Del Buono School Site

Pursuant to that certain Ground Lease Agreement approved and executed by Champions on March 13, 2002 (ADB Site Lease), the District leased a portion of the land of the Antonio Del Buono School Site to Champions for the construction and operation of certain agreed upon childcare facilities. The District has ceased operating a school at that school site and the ADB Site Lease is set to expire on July 31, 2022. Therefore, pursuant to section 5.01 of the ADB Site Lease, the District instructs Champions to remove the buildings and foundations from the site at Champions own expense. This work must be completed in a timely and safe manner by a mutually satisfactory contractor authorized to work on the District campuses. This work should be coordinated through the District Facilities Department and should leave the property as it was prior to the building installation.

I wish to discuss the contents of this notice with you at your earliest convenience and will reach out to you shortly to schedule a call. In the meantime, feel free to reach out to me at (408) 726-1686.

Sincerely,

Paul Nadeau
Director of Facilities Planning & Management
Gilroy Unified School District
paul.nadeau@gilroyunified.org



IH MONITORING PROPOSAL

Proposal Date: 07/22/22	Submitted By: EnviroScience, Inc.	Attn: Gilroy Unified School District	Proposal N°: P56
Project #: 208-22.72		Site: 275 IOOF Building	
To: Gilroy Unified School District Ms. Marissa Van Patten		Scope: Daily IH Monitoring + Final Clearance Inspection 1) Pre-abatement Services 2) Daily IH Monitoring during Haz-Mat work 3) Post abatement VISUAL Clearance 4) Air sampling in select abatement areas 5) RUSH Sample analysis by PCM at a certified lab 5) Final report of all IH activities	
Attn: Project Manager, Facilities			
cc1: 408-612-2720			
Email: Marissa.VanPatten@gilroyunified.org			

TASK	DESCRIPTION	COST
1	Pre-Start Services & Submittal Review: <ul style="list-style-type: none"> Review abatement scope of work Review haz-mat contractor submittals (if changed) Request additional submittals as needed Approve contractor submittals in writing 	Lump Sum \$ 975.00
2	Field IH Services & Air Monitoring during Haz-Mat Abatement: <ul style="list-style-type: none"> Daily Travel to and from Site Visually inspect & approve all containments prior to abatement start Daily random air sampling for fibers during abatement Air sample analysis by PCM at a State-certified lab Post abatement visual inspection to confirm abatement completion Daily field & photo documentation 	
	<i>Sr. Field IH</i>	6 days of IH Monitoring @ \$1,440.00 /Day \$ 8,640.00
	<i>24-hr RUSH analysis of all PCM Samples</i>	6 days of RUSH Analysis @ \$ 500.00 /Day \$ 3,000.00
	Same-day RUSH Analysis of all PCM Samples 100% Surcharge if elected	
3	Post Abatement Clearance Testing Services: <ul style="list-style-type: none"> Conduct visual clearance inspections at each containment Collect air samples in random containments (if elected) Complete lab COC forms & deliver samples to a certified lab Analyze all clearance air samples by PCM per NIOSH Method 7400-A Review analytical data and if PASSED submit to contractor for tear-down Observe containment tear-down practices following each clearance Release each work area to non-haz demo trades Issue the written VISUAL clearance certificate to the Owner 	2 containments to clear @ \$ 995.00 /Clear. \$ 1,990.00 (Visually or by PCM)
4	Final Written Report for all IH Services: <ul style="list-style-type: none"> Summarize all analytical findings in an Excel Table Provide a written report of daily IH activity Include waste manifests copies (unless e. copies are provided) 	Lump Sum \$ 1,250.00
5	Direct Expenses: <ul style="list-style-type: none"> Daily auto mileage to and from Site Auto mileage to and from Lab Sampling supplies and consumables 	6 days for Sr. IH \$ 150.00 /Day \$ 900.00
SUB-TOTAL: \$ 16,755.00		
25% CONTINGENCY: \$ 4,188.75		
TOTAL PROPOSAL: \$ 20,943.75		

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



Estimate

ADDRESS
 Gilroy School District

ESTIMATE # 5518.1
DATE 06/10/2022

ACTIVITY	QTY	RATE	AMOUNT
Gilroy High School Gilroy, CA Attn: Dan McAuliffe Gate Repairs at Gilroy High School			
Remove (2) EA, Existing Gates Leafs, Weld Angle Iron Hinge Attachment Points for Equal Post to Gate Frame Gap Diostance. Re-Install (2) EA. Gate Leafs. Assumes Existing Locinox Mammoth Hinges are in good working order. If new Locinox Mammoth Hinges are needed, additional fees will Apply.	1	6,640.00	6,640.00
Remove (1) EA. Existing Gate Leaf with Non Self-Closing 180 Degree Hinges Fabricate (1) EA. New Wider Gate Leaf to work with Self Closing Locinox Mammoth Hinges Install (1) EA. New Gate Leaf with Self Closing Locinox Mammoth Hinges Re-Install Existing Panic Hardware			

Architectural Systems
 Any Questions Please Call :
 Chris Johnston
 408.628.1347

TOTAL **\$6,640.00**

Accepted By

Accepted Date

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



Estimate

ADDRESS
Gilroy School District

ESTIMATE # 5519.1
DATE 06/10/2022

ACTIVITY	QTY	RATE	AMOUNT
Glen View Elementary School Gilroy, CA Gilroy Unified School District Attn: Dan McAuliffe			
Demo and Off-Haul (1) EA. 22' Long x 10' High x 7' Wide Chain Link Backstop Includes Removal of Concrete Footings Removal of Chain Link Mesh Only at Second Backstop Removal of Chainlink Mesh at (2) EA. Waiting Deck Fences Installation of (1) EA. All New Backstop Pipe, Footings, Fittings and Chain Link a Installation of (1) EA. All New Backstop Chain Link at Existing Backstop Installation of (2) EA All New Chain Link at Fences	1	19,521.00	19,521.00

Architectural Systems
Any Questions Please Call :
Chris Johnston
408.628.1347

TOTAL **\$19,521.00**

Accepted By

Accepted Date

MG Constructors & Engineers, Inc.
1057 Cochrane Rd, Suite 160-300, Morgan Hill, CA 95037
CA License A/B 642058
Phone (408) 842-5599 Fax (408) 842-5655

08/01/2022

Proposal: MGCE22-261MG-SV

C/O: Aurelio Rodriguez – School Safety Coordinator, GUSD / Linda Figone
408-887-8336 / aurelio.rodriguez@gilroyunified.org / linda.figone@gilroyunified.org

Project Address: Christopher High School, Gilroy, CA 95020

	Scope of Work per MGC&E Inspection on 07/20/2022	Totals
A	Engineering and Permits	
1	Engineering Reconnaissance, Non-Destructive Evaluation & Testing, Structural Engineering Design, Review and Stamped Approval	\$ 7,570.69
2	CAD Drafting: Structural Drawings, Details and Sections	\$ 2,128.00
3	Permit Coordination and Submittal Only. Permit Fees Not Included	\$ 213.13
T	TOTAL COST	\$ 9,911.81

Notes & Clarification:

1. Scope of Work includes Non-Destructive Evaluation & Testing of Concrete Pool Deck and Structural Engineering Design Drawings & Details for Concrete Pool Deck Repairs Only. Proposal does not include Civil/Site Drainage and Grading Plans and Calculations. No work included other than listed above.

2. Gilroy Unified School District Coordinator(s) to specify and mention any additional scope of work at the noted areas prior to MGC&E Structural Engineering Design. Owner will be notified if any of the additional work will incur an addition change order.

3. MGC&E will respond to one round of plan check comments. Any additional round(s) of plan check comments will be billed on a Time and Material (T&M) basis. Any additional Engineering and Drafting work outside the scope of this proposal will be billed on a Time and Material (T&M) basis for Engineering at \$200/hr. and Drafting at \$125/hr. or for a lumpsum change order as discussed herein.

4. Proposal DOES NOT INCLUDE the following items as may be required by the Town of Los Gatos and/or the Owner:

4A. Site and Topography Survey

4B. Geotechnical/Soil Investigation, Report and Related Services

4C. PG&E and Other Utility Design and Associated Fees

4D. Recycling Allowances and Solar Design Requirements.

4E. Other City Required Design i.e. Environmental Health Dept., Road & Airports, Planning etc.

4F. Any Other Third-Party Inspections and Services as required by the City.

4G. Engineer of Record Project Observations, Review of Installations and Compliance Verification (Billed Separately on T&M as noted herein)

Terms:

- This proposal is good for 30 days from date shown.
- Once accepted, this Accepted Proposal becomes a legally binding contract. The provisions of this Accepted Proposal shall be interpreted under the laws of the State of California and the United States of America applicable in California.
- MG Constructors & Engineers, Inc. (MGC&E), the Contractor, warrants to the customer that all materials and equipment supplied under this Accepted Proposal shall be new unless otherwise agreed and all work shall be completed in a professional manner, of good quality, and according to current standard practices and or the Building Code (CBC).
- MGC&E and their affiliates assume no responsibility for prior work done by others
- Project will be billed every 2 weeks. All invoices are due upon receipt. A 2% late charge is applied after 15 days plus 1 ½% per month (18% per annum) on unpaid balance. Any unpaid balance is actionable after 45 days and customer is liable for collection costs, suit costs, and attorney fees on unpaid invoices.
- Time is of the essence regarding acceptance of this proposal and all obligations and duties arising upon acceptance.
- Changes in scope of work resulting from additions, deletions or revisions by the customer, differing site conditions, or other factors beyond Contractor's control that affect the cost of this proposal shall be agreed to by Contractor and customer before work is commenced that changes scope.
- Work may be suspended if payment is not timely made by the customer, or if the scope of work is changed due to differing site conditions, changes by the customer, unavailability of construction materials at approximate cost used for this proposal, or other circumstances beyond Contractor's control.
- Customer agrees to make the job site available to Contractor for the duration of work and Contractor agrees to make all work accessible at reasonable times for customer inspection.

10. If any person unnecessarily interferes with or inhibits Contractor's performance of this Accepted Proposal, customer grants Contractor the right to cause said person to be removed from the job site, or in the alternative, suspend or terminate work without penalty and receive legal and or equitable adjustment in this proposal price and or proposal time (if applicable), with all compensation due contractor under this Accepted Proposal being fully enforceable.
11. The customer may terminate this proposal at any time upon written notice to the Contractor. Upon termination, the Contractor shall be paid actual costs for work performed to termination, cost to terminate project including subcontractor termination charges, plus 20% of Contractor's actual and incurred costs.
12. If any provision of this Accepted Proposal is prohibited, limited, or held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected and shall continue to be fully enforceable.
13. Any alteration or deviation from above specifications involving extra costs will be executed only upon written work order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.
14. Neither MG Constructors nor their affiliates assume any responsibility for any latent soil, structural, or other conditions that are not a part of this proposal. Proposed work conforms to Building Code (CBC), engineered drawings, or manufacturer's recommendations. These upgrades do not upgrade Uniform Building Code requirements from time of construction to current, except as addressed in this proposal.
15. MG Constructors & Engineers, Inc. is a California Licensed Engineering and Building Contractor, and follows the guidelines as established under California State Licensing Board (CSLB) and their governing jurisdictions. Contact: www.cslb.ca.gov or (800) 321-2752 for more information.
16. MG Constructors & Engineers is covered with general liability insurance and workers compensation insurances.
17. Landscaping in areas of work may be removed or potentially damaged, due to application of work. Landscaping and other unrelated finish work is not a part of this proposal.
18. Owner to supply power and water for the duration of work performed.
19. Unless specified in the scope of work, the terms of this contract exclude the following: soils testing and reports, special Inspections, all underground demolition including piers, determination, handling or removal of contaminated materials, excavating or ripping of excessively wet materials or lime treating, rock excavation, unstable soils, removal of soil or debris from other trades, marking, location, and depth of existing utilities, unmarked private utilities (owner to provide locations and depths), pipe installation to run at a straight grade, delays not directly caused by contractors or its subcontractors, required plan or construction changes by the governing authority, damage to old, deteriorated or improperly installed phone, alarm, or electrical wiring, building code updates other than work being performed, relocation of utilities or obstructions in path of work, professional interior cleaning services, damage to existing asphalt, concrete, or other finish surfaces due to heavy equipment such as excavators, backhoes, etc., unpermitted work, open permits, and expired permits.
20. **Payment: 50% Engineering deposit due at the start of the project. Final payment is due at the time of successful completion, and review by Owner. Please make arrangements as necessary to ensure payments arrive on or before the due date. Payments are to be prearranged with the General Manager or Office Manager.**

PRELIMINARY STATUTORY NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity that helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your structure, home, land, and/or property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or legal entity must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. You may wish to protect yourself against this consequence by requiring your contractor to furnish you an unconditional waiver and release signed by the entity who sent you a preliminary notice; or any other method or device that is appropriate under the circumstances. On projects involving improvements to a single-family residence or a duplex owned by individual(s), the persons signing the unconditional waiver and release lose(s) the right to file a mechanics' lien claim against their property. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Customer Acceptance _____ Print: _____

Mailing Address: _____ Date: _____

Email Address: _____ Phone: _____



4a





Move this Cabinet..

To the other side, on the wall (see tape on the other side)

Take away this file cabinet and exchange for a 3 drawer cabinet (see next pic)

Remove this file cabinet. Don't need it.



GUSD Facilities Subcommittee

Submitted by: Sonia Flores to Alvaro Meza

Topic: GECA Office Reconfiguration for Safety

Date: July 29, 2022

Cost: TBD

Budget Source: Routine Restricted Maintenance

Timeline: For 2022-2023 school year

Narrative explanation: GECA is requesting to reconfigure the main office foyer/welcome area so that the school secretary can greet individuals more easily using the service window, but also as a means of better monitoring the school campus and ensuring her safety.

In March 2019, the WASC Visiting Committee recommended that GECA make some changes to better monitor its multiple open entry points. As a result, GECA is still working to install TV monitors that have the school's surveillance cameras displayed on a constant basis; the surveillance cameras will also be updated. Further, we had a "rearview mirror" installed so that our school secretary could see better people who may be entering GECA's campus from Parking Lot C. However, with the most recent school shooting in Uvalde (May 2022), and with the school shooting in Michigan (November 2021), our staff have discussed additional steps to secure GECA's open campus.

GECA is the only campus that is not fenced in due to its location on Gavilan College's campus, and due to the fact that students need access to the college for their college classes and other college facilities throughout the day. As a result, many different individuals (including college students and Gavilan faculty) walk through the GECA campus during school hours. While GECA has a campus supervisor who is watchful over GECA's campus, there are additional protocols that would help GECA staff anticipate safety concerns that such an open campus may invite.

Further, with COVID health restrictions, and due to the size of GECA's office, we try to limit the number of people who enter the office. Since the 2020-2021 school year, GECA has utilized its service windows to triage student and/or parent needs, greeting parents outside. This has also changed how we greet families. Additionally, with Dr. Flores's directive that all school offices be locked (in response to the Uvalde shooting in May 2022), our service windows will be more useful in the 2022-23 school year and beyond. Therefore, our school secretary, whose work space faces the front office door, should now face the service window area.

In reconfiguring the office so that her desk faces the window that looks into the main walkway on campus (rather than the front door), our secretary is better able to see visitors who are entering GECA's campus from either direction. Currently, her visibility is limited

to what she can see in a rearview mirror above her common vision area. Being able to see who is entering campus creates a safer working environment for her, and eliminates a threat to her safety, as she is able to better see who is entering campus.

Benefit to the district: School safety and employee safety is a top priority for the district. Further, customer satisfaction is an important focal area for all school sites. Having GECA's secretary's work space face the window that looks out in the main walkway of campus would help our office staff better anticipate the needs of our visitors and guests on campus, while also improving staff's vigilance of who is entering our campus space.

Increased test scores: When employees, students and staff feel safe on campus, they are better able to focus on their important work.

Facilities implications: GECA's main office welcome area/foyer would need to be reconfigured. GECA would need to move Ms. Plaza (who currently sits in this area) to a different location while the office is reconfigured (if this project is approved).

Current Work Space:

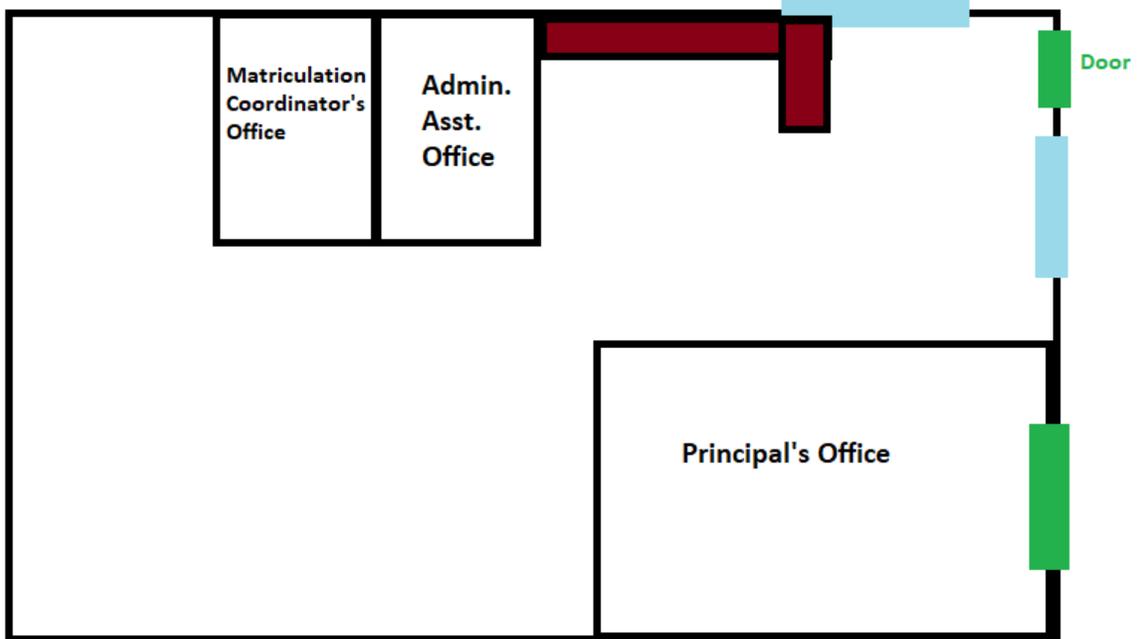






Proposed Work Space:

GECA administration alongside GUSD administration would need to meet with architects who would have a better idea in how to maximize our space; a rough idea of how GECA would prefer to reconfigure the space if below:



Technology implications: N/A

Approved by Cabinet: Yes No

Need more information: Yes No

Date:

Cabinet Contact:

GUSD Facilities Subcommittee

Submitted by: Sonia Flores to Alvaro Meza

Topic: GECA Wellness Center Furniture

Date: July 29, 2022

Cost: \$6,000-\$8,000- Learning Recovery Emergency Block Grant

Budget Source: GUSD

Timeline: For 2022-2023 School Year

Narrative explanation: GECA completed its WASC Progress Report in May 2022. Through the different opportunities for input - from students, staff and community members, GECA concluded that it must continue to maintain focus on helping students manage their stress and anxiety. Additionally, GECA's California Healthy Kids Survey Results regarding Measures of Physical & Mental Health Risks showed the following:

	2013-14 Grade 9	2013-14 Grade 11	2015-16 Grade 9	2015-16 Grade 11	2017-18 Grade 9	2017-18 Grade 11	2021-22 Grade 9	2021-22 Grade 11
<i>Lifetime use of alcohol or drugs</i>	16%	35%	22%	41%	11%	10%	5%	29%
<i>Current use of alcohol or drugs</i>	3%	23%	3%	17%	5%	7%	3%	9%
<i>Current heavy drug use</i>	2%	3%	0%	7%	0%	0%	0%	2%
<i>Chronic Sad or Hopeless Feelings, Past 12 Months</i>	28%	35%	33%	40%	28%	35%	30%	57%
<i>Seriously Considered Attempting Suicide</i>	18%	23%	18%	31%	20%	11%	8%	26%

The 2015-16 school year was a particularly challenging school year, due to the death of an eleventh grade student. More students felt hopeless, depressed, considered suicide, and turned to poor, unhealthy means to deal with their depression. However, with the inclusion of on-site school-based counseling through two different community-based agencies, and with the inclusion of anti-drug curriculum, beginning in Spring 2016, student rates of drug and alcohol abuse declined and the number of students seriously considering suicide decreased. However, it is

apparent that students, especially those in Grade 11 (current rising seniors), continue to struggle with depression and hopelessness, and therefore it is important to help students develop strategies to cope with these emotions. The Class of 2023 has experienced significant trauma with the Garlic Festival Shooting that occurred in 2019 (during the summer of their freshman year), school closures in March 2020 due to the Pandemic, and a slow return to in-person learning over 2020-2022 school years. They have missed a great part of their high school experience and therefore demonstrate a greater risk for poor physical and mental health. The school continues to partner with the school district and local community-based organizations to provide on-site counseling and to connect with crisis counseling, as needed to support students who come forward for support. Further, this data is also supported by the fact that our Health Clerk would typically see students for panic attacks, depression and anxiety throughout the school year.

Concurrently, the Santa Clara County Office of Education, along with nation-wide efforts to address student mental health, promoted the establishment of Wellness Centers. We have slowly converted our old computer lab space in Room 10 to be the Health Clerk's Office, and in doing so have identified it as a great space to establish such a Wellness Center or Safe Space for GECA students.

Per the Santa Clara County Office of Education recommendations for a Wellness Center, GECA is seeking to purchase some (if not all) of the following items, in order to convert the space into a more welcoming room that can support students as they de-stress in such a high-stakes, high-achieving school environment:

- (1-2) Tables for student stations/tabletop activities
- (5-10) Student chairs (to accompany tables)
- (3-5) Flexible seating options for students
- (5-8) Soft seating options for students
- (5-8) Floor chairs with back support
- (5-8) Floor cushions
- (3-4) Rugs (solid color and/or muted pattern)
- (2-3) Bookshelves (e.g., 6-cube storage shelf)
- (2-3) Furniture items that help divide the space and create separation between stations (e.g. space/room partitions/dividers)



Secondary Examples



Secondary Examples



Secondary Examples



Accordion Dividers (Secondary)



Benefit to the district: The Wellness Center would help address student mental health needs, and as a result, continue to support students with the high level of stress and anxiety they may feel when at GECA. This in turn can help with retaining students in the rigorous GECA program, which yields overall positive results for the school district.

Increased test scores: Better mental health ensures students can focus in on their academics in a healthy way, which leads to good test scores.

Facilities implications: GECA-10 is GECA's former computer lab and current health clerk's office. Much of the obsolete technology and furniture has been moved out of the classroom space. During the summer, teachers store their technology in Room 10, which is what is pictured below. Overall, the furniture would need to be rearranged, once the additional furniture is added. See photo below of the current space:



Technology implications: N/A

Approved by Cabinet: Yes No

Need more information: Yes No

Date:

Cabinet Contact:



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Order Summary	
Cart #:	8526076
Purchase Order #:	Indoor Video Board
Cart Name:	Indoor Video Board
Order Date:	05/11/2022
Estimated Delivery:	06/20/2022
Payment Terms:	NT30
Ship Via:	
Ordered By:	Jeremy Dirks

4e

Contact Your Rep

LJ Gagnier Email:ljgagnier@bsnsports.com | Phone:831-227-6652

Sold to
2073326
CHRISTOPHER HIGH SCHOOL
 850 DAY ROAD
 GILROY CA 95020
 USA

Ship To
2073326
CHRISTOPHER HIGH SCHOOL
 Jeremy Dirks
 850 DAY ROAD
 GILROY CA 95020
 USA

Payer
1034108
GILROY UNIFIED SCHOOL DISTRICT
 7810 ARROYO CIR
 GILROY CA 95020-7313
 USA

Item Description	Qty	Unit Price	Total
5' 2" H X 10' 1" 2 Video Displays Item # - NSPHG	1 EA	\$ 115,645.00	\$ 115,645.00
INSTALL TO BE PAID TO INSTALLER DIRECT Item # - NSPINNOTAX	1 EA	\$ 20,000.00	\$ 20,000.00

Subtotal:	\$135,645.00
Other:	\$0.00
Freight:	\$3,725.80
Sales Tax:	\$10,552.61
Order Total:	\$149,923.41
Payment/Credit Applied:	\$0.00
Order Total:	\$149,923.41



Gilroy Unified School District

Preliminary Assessment Overview
and Potential Next Steps

CA Contracting Program GC §4217

Presented by:
ABM Building Solutions, LLC
CSLB #97012

AUG
5
2022



Key Preliminary Assessment Team Members

WHO WE ARE

PURPOSE

To take care of the people, spaces and places that are important to you

VISION

To be the clear choice in the industries we serve through engaged people

MISSION

To make a difference, every person, every day



TONY ROEHRICK
Account Executive



STEFAN SLATTERY
Lead Project Developer



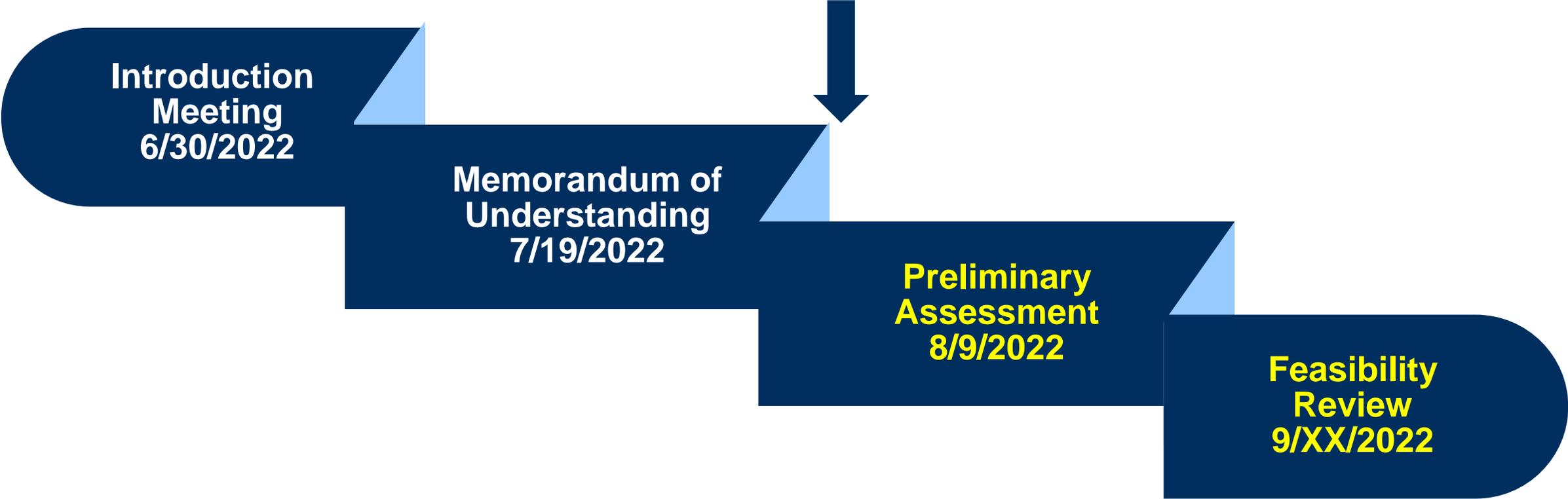
BRUCE WRIGHT
*Vice President/GM,
San Francisco Bay Region*



MIKE ENZLER
Regional Director

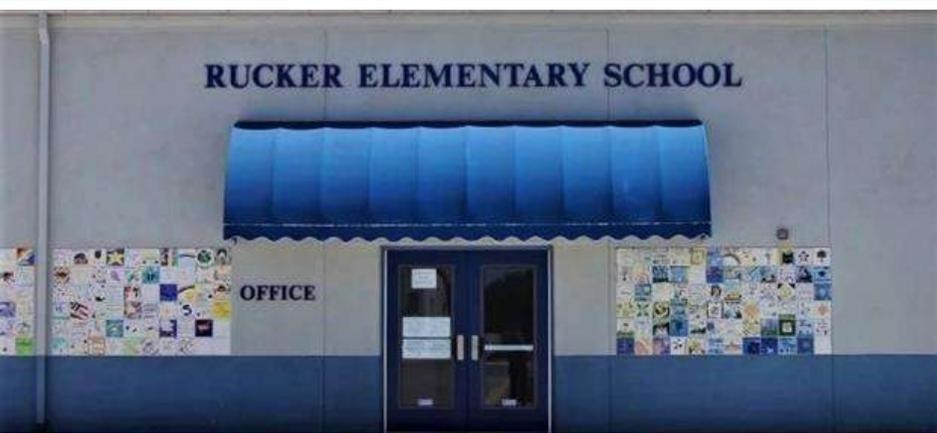
Process Steps Towards Preliminary Assessment

WE ARE HERE



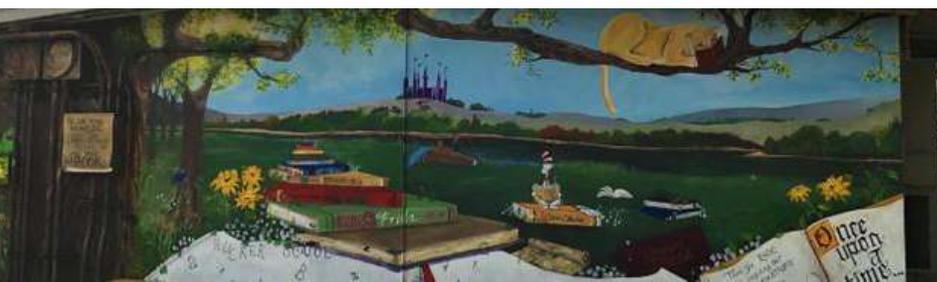
Preliminary Assessment Process

- Preliminary operating expense analysis
- Conducts site visits
 - **Mechanical/control system**
 - **Water fixtures and building envelope**
 - **Lighting**
- **EV charging and Energy Storage** potential
- Identify potential opportunities for improvement
- Identify funding potential
- Feasibility review
- Develop next steps

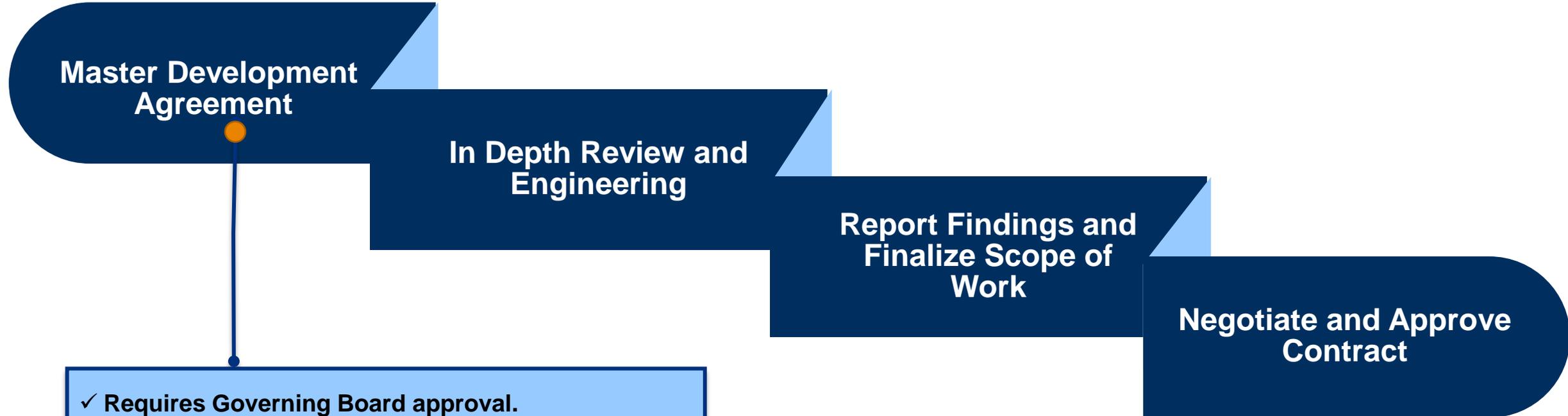


Rucker Elementary School

- Unincorporated location
- Water supplied by a well
- Subject to PG&E planned power outages
- District investigated options do not meet §4217 requirements



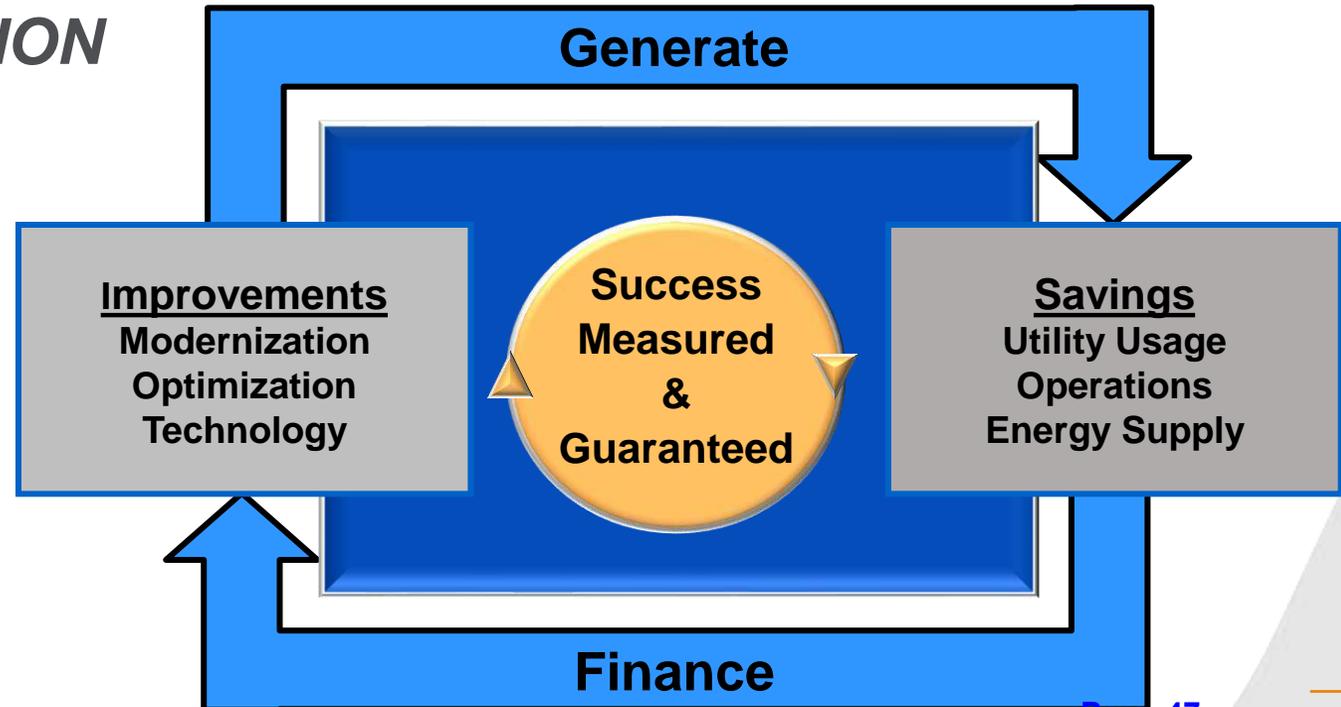
Process Beyond Preliminary Assessment



- ✓ Requires Governing Board approval.
- ✓ Project is developed in collaboration with District and District maintains control over Scope of Work.
- ✓ Final project must meet §4217 energy & operational savings
- ✓ Typical timeframe is 120 days from MDA to Negotiate and Approve

Benefits of GC §4217

- 👍 Accomplish Facility, Technology & Infrastructure Improvements
- 👍 Reduce Utility and Associated Operational Expenses
- 👍 Low Interest Tax Exempt Financing is Typically Used
- 👍 Savings Fund the Program Improvements
- 👍 ***CAPITAL CAN ENHANCE SOLUTION***
- 👍 ABM Guarantees the Savings





Thank You

ABM Building Solutions, LLC.

Tony Roehrick, Ed.D.

Tony.Roehrick@abm.com

707.205.0755





Appendix

Government Code §4217 Improvement Examples

- Heating, Ventilation and Air Conditioning Improvements
- Park, Street and Parking Lot Lighting Retrofits
- Building Interior Lighting Retrofits
- Swimming Pool Heating and Water Conservation
- Grounds Irrigation Systems Improvements
- Ceiling Replacements
- Domestic Water Conservation Measures
- Electric or NG Buses and Work Vehicles
- Window and Door Replacements
- Roof Replacement or Repairs
- Building Automation Systems
- High Efficiency Transformers
- Hard Scape
- ADA Access
- Building Envelop Sealing
- Solar PV, Solar Thermal
- Wind Turbine Energy
- Electrical Upgrades
- Plug Load Controls
- Biomass Energy
- Battery Storage
- Sub Metering
- Green Roofs
- UPS



Benefits of Guaranteed Energy Savings Agreement



FUNDING

Utilize guaranteed energy and operational savings to pay for critical infrastructure.



TURNKEY SOLUTION

Single point of accountability for design, engineering, implementation and commissioning.

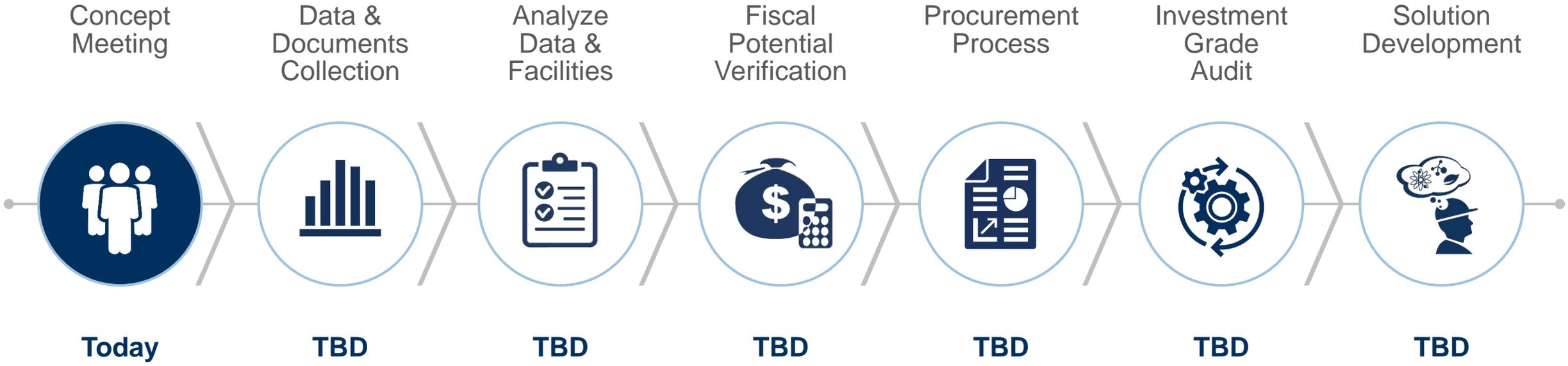


NO CHANGE ORDERS

Firm, fixed pricing – very low risk!

Next Steps

SOLUTION TIMELINE





Alternative Revenue Sources & Grants

ABM's Team of grant writers will help you and your staff pursue alternative revenue and grant opportunities at no additional cost.

SERVICES

PERFORMANCE CONTRACTING (BES)

- Initial Feasibility Analysis
- Measurement & Verification
- Engineering Calculations & Design
- Repairs, Replacements, Retrofits & Upgrades
- Identification & Processing of Utility Rebates & EPA Tax Incentives
- Structuring Financing Terms to Generate Positive Cash Flow
- Commissioning & Retro-Commissioning
- On-Site Training

ABM Bundled Energy Solutions (BES)

High-efficiency conservation, facility modernization & technical service program that addresses both facility upgrades & funding needs of clients.

**Performance Contracting serviced out of HVAC & Maintenance Locations.*