



FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District
7810 Arroyo Circle, Gilroy, CA 95020 and via Zoom teleconference
9 a.m. Friday, Jan. 13, 2023

1.

ITEM	PAGE #
A. Approval of minutes: Dec. 9, 2022	1

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Our City Forest installation dates and details	Multiple sites	Our City Forest	N/A	N/A	5
B. Athletic needs from P.E. Department	Brownell MS	N/A	N/A	N/A	10
C. Colbi Services for 2023	N/A	Colbi Technologies	\$15,500 / \$10,000	RRM / Measure E (50/50)	11
D. DSA oversight for Preschool Project	Farrell Avenue	DSA	\$19,350	Measure E	17
E. Moving Services	South Valley MS	Hollister Moving and Storage	\$22,121.25	Measure E	19
F. Band class	South Valley MS	N/A	N/A	N/A	22
G. Transportation Building / Operations	MOTS	N/A	N/A	N/A	23

3. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Lighting walkway between Rod Kelley ES and Mt. Madonna HS INFORMATION ONLY	Rod Kelley ES, Mt. Madonna HS	N/A	N/A	N/A	40
B. Lease agreement (renewal) GPS/Navigator School INFORMATION ONLY	Gilroy Prep/ Navigator	N/A	N/A	Proposal: Trade rental fee of \$130K for removing Def. Maintenance obligations	48

4. SAFETY/SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Update on elementary school site threat assessments INFORMATION ONLY	Eliot, El Roble, Glen View, Las Animas, Luigi Aprea, Rod Kelley, Rucker	N/A	N/A	N/A	72

5. INFORMATION TECHNOLOGY (MARIBEL GUIZAR) & MAINTENANCE (MATT WOOLMAN)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Emergency generator INFORMATION ONLY	District Office	N/A	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, FEB. 3, 2023



FACILITIES SUBCOMMITTEE MEETING MINUTES

Gilroy Unified School District – via Zoom teleconference and at 7810 Arroyo Circle, Gilroy, CA
9:30 a.m. Friday, Dec. 9, 2022

PRESENT

Deborah Flores
Mark Good
Alvaro Meza

Paul Nadeau
Anna O'Connor
Linda Piceno

Amanda Reedy
Aurelio Rodriguez
Marissa Van Patten

CALL TO ORDER: 10:29 a.m.

1.

ITEM
A. Approval of minutes: October 7, 2022
<p>MINUTES</p> <ul style="list-style-type: none"> Minutes were not submitted for November because that meeting was cancelled. Linda made the motion to approve. James seconded. All approved.

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Lunch shelter (March-June)	South Valley MS	Special Events, Inc.	\$41,705.60	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> 100-foot shelter is in place as a shade during lunch. It is scheduled to be taken down Dec. 20 and reinstalled in March. School administration is concerned about removal because it is used extensively throughout the day and it provides protection from bad weather. Band will not have a place to meeting after February break. The bid in this agenda packet includes option to enclose three sides of the tent. Dr. Flores and Mark suggested analysis of cost difference between renting for longer vs. buying a shelter. The current plan is to have it reinstalled March and stay through June. Facilities will evaluate whether the tent will be reinstalled in August. The committee agrees to change the current plan to extend the rental to include January and February. Next steps: Committee approves to go forward with changes as discussed. This item will go to the board for approval in January. 				
B. Potential to install restrooms for staff INFORMATION ONLY	Gilroy HS	N/A	N/A	N/A

MINUTES

- Staff at Gilroy HS requested additional bathrooms. District staff initiated a feasibility study to determine a proposed location and potential budget. The proposal would for a portable bathroom building. Proposed installation cost is estimated would be \$600K.
- Recommendation is that bathroom installation should be built into a larger project, instead a stand-alone project.
- Committee doesn't like the proposed location.
- Dr. Flores recommends consulting with Principal Kapaku to see what the status of this request since the theater bathrooms were opened to staff.
- Student bathrooms in XY building are functional after the most recent solution to address plumbing issues.
- Next steps: Committee suggests tabling this request until consulting with Principal Kapaku to update status.

C. Office addition in Wellness Room / Wellness furniture

GECA

Kent Construction Inc.
KI Furniture

\$95,558.75
\$16,746.17

Learning Recovery
Emergency Block
Grant

MINUTES

- GECA has requested additional office space for counseling/mental health services as well as additional furniture in the new Wellness Center.
- Principal Flores has provided a justification statement for this request.
- This would not be a project that requires approval from the Division of the State Architect (DSA).
- Next steps: This will go to the board for approval.

D. Industrial hygiene oversight of hazmat abatement and final air clearance tests

South Valley MS

EnviroScience

\$74,975

Measure E

MINUTES

- This is required oversight. This covers the final demolition part of the project, including the gym, etc.
- Next steps: This will go to the board for approval.

E. Additional services for preschool project

Farrell Avenue site

Aedis Architecture

\$42,690

Measure E

MINUTES

- Additional services to cover the design of the parking lot. The original contract did not include the parking lot.
- The estimated project start would depend on DSA approval. Paul will consult with the program administrator about other requirements (licensing, etc.) that will also affect a potential start or completion.
- Next steps: This will go to the board for approval.

F. ADA ramp for portable classroom 24

Luigi ES

Anaya Construction

\$18,500

General Fund

MINUTES

- DSA found this ramp to be non-compliant. To close out the playground project, also at Luigi ES, all DSA projects at the site need to be finalized.

<ul style="list-style-type: none"> This covers demolition of existing ramp and installation of new ramp. Next steps: This contract amendment will go to the board for approval. 				
G. Proposed dates for 2023 FSC meetings INFORMATION ONLY	N/A	N/A	N/A	N/A
MINUTES <ul style="list-style-type: none"> Information only. The proposed schedule is for the first Friday of every month, whenever possible. Modifications will be made as needed based on finalized 2023 board meeting dates. 				
H. Potential after-school programs building INFORMATION ONLY	Community Day School Building 277 IOOF Ave	N/A	N/A	N/A
MINUTES <ul style="list-style-type: none"> This proposal is for exploring use of the land where the old I.T. building now sits. The demolition of the building has been approved as part of the South Valley MS Modernization Project. The original plan is to keep it as an open space. This new proposal is to construct a new building for after-school program for secondary students, using funds (ELOG) available for that program. Mandy Reedy, administrator of after-school programs, presented her proposal. ELOG funding is available, with some potential restrictions in the next few years. ELOG may be more appropriate for this type of proposal. In her proposal, Power School would remain at the sites. Staff would have programming at this new site from 2:30-6 p.m. Linda suggests waiting to hear details of governor's proposed budget, which is announced mid-January. Next steps: Dr. Flores will meet with Mandy to discuss more details about this proposal. 				

3. MAINTENANCE

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Fence and gates	Rod Kelley ES	Architectural Systems	\$23,363	RRM
MINUTES <ul style="list-style-type: none"> This proposal was to install gates with crash bars at this site, at the request of the fire marshal. The proposal was signed to immediately order this equipment because of site safety. At the request of Dr. Flores, Aurelio worked with the SROs, elementary principals to assess the rest of the elementary sites for other potential spots where crash bars are needed. (See item 4A on this agenda.) Mark requests other quotes from other vendors as well. ELOG funds can be used for this project. Next steps: Aurelio will gather quotes for the rest of the elementary sites from other vendors, preferably at least three. Marissa will assist. 				

B. New roller table for SDC playground	Las Animas ES	SPEC	\$23,707.07	RRM
<p>MINUTES</p> <ul style="list-style-type: none"> This would be for the playground used for the SDC program at this school. The ground cover was recently swapped for pour-in place covering to make it safer for students. This piece fits within the dimensions of the playground and needs of the program. Student Services Director Anna Pulido and Principal Codiga recommend approval of this purchase. Next steps: This will go to the board for approval. 				

4. SAFETY/SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Elementary school site threat assessments INFORMATION ONLY	Eliot, El Roble, Glen View, Las Animas, Luigi Aprea, Rod Kelley, Rucker	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> Aurelio reviewed results of safety walk-throughs with elementary school principals. The summary has recommendations for placement of crash-bar gates, etc. James recommends a site tour for the committee to see areas in person. The committee recommends gathering quotes from at least two vendors, preferably three, for the sites only crash gates. ELOP funds can be used for this project. Next steps: Staff will schedule site tours of seven elementary sites for trustees. 				

ADJOURNED: 12:16 p.m.

NEXT MEETING: Friday, Jan. 13

Rucker Elementary ([map](#))

325 Santa Clara Ave, Gilroy, CA 95020

Site Visit: 9/30

Maggie, Marisa, Kristen (OCF)

Paul Nadeau (Gilroy District), Jean Wells (Rucker)

-  Parrotia persica 'JL Columnar' (8)
-  Zelkova serrata 'JFS-KW1' (8)
-  Quercus shumardii (7)
-  Cercis canadensis (3)
-  Ginkgo biloba 'Autumn Gold' (3)
-  Styphnolobium japonica (2)
-  Quercus agrifolia (1)



Total trees: 32





Eliot Elementary School ([map](#))

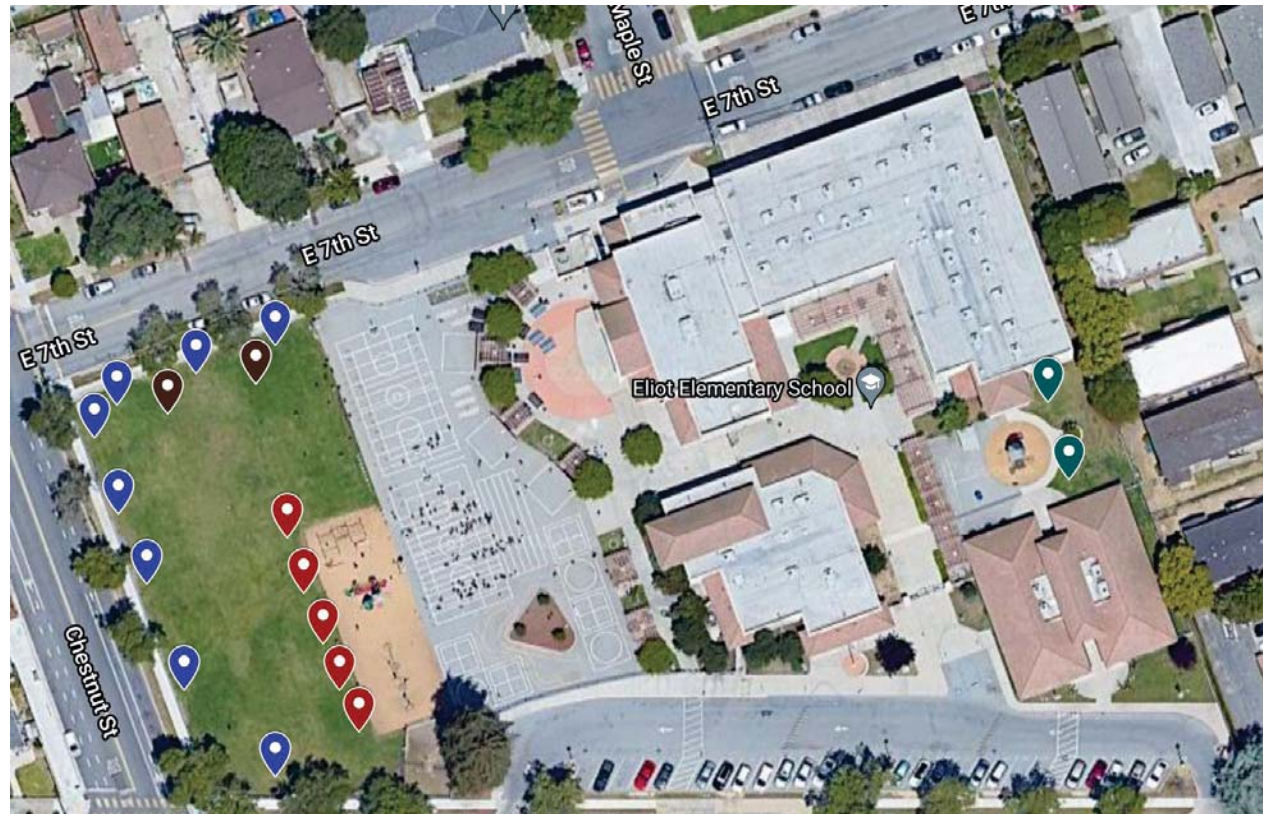
475 Old Gilroy St. Gilroy CA 95020

Site Visit: 9/30

Maggie, Marisa, Kristen (OCF)

Paul Nadeau (Gilroy District),

-  *Ulmus wilsoniana* 'Prospector' (8)
-  *Cercis canadensis* (5)
-  *Acer grandidentatum* (2)
-  *Cercis canadensis* 'Merlot' (2)



Total trees: 17

Rod Kelley Elementary School ([map](#))

8755 Kern Ave. Gilroy, CA 95020

Site Visit: 9/30

Maggie, Marisa, Kristen (OCF)

Paul Nadeau (Gilroy District)

no tree here

-  Acer grandidentatum (7)
-  Styphnolobium japonicum (4)
-  Acer buergerianum (3)
-  Acer grandidentatum 'JFS N...' (3)
-  Acer rubrum 'October Glory' (2)
-  Cercis canadensis 'Merlot' (2)
-  Cercis canadensis var texen... (2)
-  Maackia amurensis (1)



Total trees: 24

Luigi Aprea Elementary School ([map](#))








9225 Cll Del Rey, Gilroy, CA 95020

Site Visit: 9/30

Maggie, Marisa, Kristen (OCF)

Paul Nadeau (Gilroy District)

No trees here

-  Acer grandidentatum 'JFS N...' (8)
-  Acer grandidentatum 'JFS-N...' (8)
-  Styphnolobium japonicum (8)
-  Ulmus 'Prospector' (7)
-  Maackia amurensis (4)
-  acer grandidentatum (3)
-  Estimated play structure loc... (1)



Total trees: 38



Our City Forest Project

Date: Jan 13, 2023

Green Silicon Valley Schools is a program that was piloted with the California Climate Action Corps with a goal of planting trees on school grounds located in historically underserved areas and providing educational resources to both educators and students. Although campuses in historically underserved areas are prioritized, this is not a requirement. Anyone can utilize our resources or reach out to our team for a campus planting.

GUSD has been surveyed by Our City Forest and has planned the installation of trees at Rucker, Eliot and Rod Kelley at no expense to the District. Nicole Black of Luigi Aprea has expressed interest in the program and optional trees are planned to be planted at Luigi if funding is available for this site. Luigi Aprea did not qualify for the OCF program at this time, but they are willing to install trees at the site for the cost of the trees and they would waive installation fees. Luigi Aprea plantings would come to \$2,000. They will resubmit the school to the program again prior to installation in the event they are able to fund it themselves.

The existing tree plans were reviewed and approved by Aurelio Rodriguez from a safety and security perspective; reviewing for camera obstructions.

OCF would like to promote and recruit members of the community to join in the planting of these trees at these sites with the District's approval. There is an organized recruitment and developed installation plan that they would manage to facilitate the installation of the trees as well as educate the public about the importance of trees in the educational sector. With the FSC approval, OCF will commence with recruiting and promoting the installation at Rucker and Rod Kelley on the following dates: (all Saturdays)

4/15/23 Eliot Elementary
4/22/23 (Earth Day!) Rucker Elementary
5/6/23 Rod Kelley Elementary

With your approval, I will schedule OCF to commence with recruiting and inviting the public to these events. I will also connect them to Melanie Corona to coordinate our own messaging.

Brownell PE Department has requested the following items:

2b

1. Storage cage to be build adjacent to gym.
2. Backstop and base plugs for baseball field.
3. Track long jump pits (with sand).



Quality Bidders Description of Services

Colbi's Quality Bidders services will significantly help reduce the amount of time our staff will need to spend on pre-qualifying our contractors. The Quality Bidders team will provide a third-party unbiased review that can mitigate risk or any impropriety against the district in pre-qualifying our contractor pool. The Quality Bidders team is currently servicing over 145 California districts with their standardized process and review. They will conduct a financial review, reference checks, validation of DIR and California Contractors license information, and validation of information provided in the application on behalf of the district. Contractors are already familiar with this system which will help us build a bigger more competitive pool for both our CUPCCAA and Pre-qualification pools.

The Quality Bidders team will provide all the documentation and history of communication showing that the review actually took place and if it was ever challenged in the future we would have that documented history. The team also has experts that the district can call on for any questions or needs. This will ensure we stay compliant with the state mandates so we can maintain our state eligibility for state matching funds and be in compliance with the Lease-Lease back mandates if we choose this delivery method for any of our projects. Processing 1 application can take anywhere from 3 to 4 hours. The Quality Bidders team has found a way to streamline this process and help spread the cost of this time across multiple districts to help keep costs down for our district. COLBI has a not-to-exceed of 1.5 hours per application. I've attached a processed application for your review.

Contract Fees

The District currently has two contracts with Colbi Technologies Inc. The first contract is for the use of the software "Quality Bidders". This software facilitates the application, organization, and bidding process for the District's Facilities and Maintenance Departments (as described above). This is an annual cost of \$16,000.

There is a second contract in place with Colbi Technologies, and that is for \$10,000. This contract authorizes Colbi Technologies Inc. to process applications for the District and prepare them for District review and approval. The cost per application is \$115 and we have pre-authorized Colbi to process incoming applications up to a limit of \$10,000. Once this limit is reached, the district will stop accepting applications for the year. This \$10,000 application processing contract will renew annually.

	A	B	C	D	E
1	Colbi Technologies Inc.				
2	PO 110406 - Board approved 11/19/20				
3	Management Services for Contractor				
4	Prequalification Process for GUSD				
5					
6	Agreement #A2021-62	Quality Bidders Software	CUPCCAA	CUPCCAA Additional	Total
7	FY 2020/2021	1st year - \$18,000 - PAID	(1) \$10,000 - PAID	(2) \$10,000 - PAID	\$38,000
8	FY 2021/2022	2nd year - \$16,000 - PAID	(3) \$10,000 - PAID		\$26,000
9	FY 2022/2023	3rd Year - \$16,000			
10	FY 2023/2024	4th Year - \$16,000			
11					
12	(1) Agreement #A2021-62-1 Board approved 1/28/21				
13	(2) Agreement #A2021-62-2 Board approved 5/6/21				
14					
15					
16	(3) Agreement #A2122-95 Board approved 2/3/22				
17					
18	Total Paid to Date	\$34,000	\$20,000	\$10,000	\$64,000
19					
20	Balance remaining on Agreement #A2021-62	\$32,000			\$32,000
21	CUPCCAA for two additional years at \$10,000 per year		\$20,000		\$20,000
22					
23	Grand Total to be Paid				\$116,000
24	2.9.2022				

Application ID: 293004

Status: APPROVED

Created: 01/05/2022 09:41 AM

Contractor Information

Company Name: Collins Electrical Company Inc.
Address: 3412 Metro Drive, Stockton, CA, 95213
Full Name: Araceli Torres
Phone Number: 209-466-3691
Fax Number: 209-466-3146
Email: atorres@collinselectric.com

Company History

- ☐ Yes ☒ No Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.
- ☐ Yes ☒ No Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
- ☐ Yes ☒ No Are any corporate officers, partners or members connected to any other construction firms?

State your firm's gross revenues for each of the last three years. If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the ADD button to add revenues for each year.

Gross Revenues

2020	\$125,025,277
2019	\$176,889,000
2018	\$143,463,099

How many years has your organization been in business in California as a contractor under your present business name and license number? **6+ years**

- ☐ Yes ☒ No Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed
- ☐ Yes ☒ No Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order,

Bankruptcy Petition and Discharge Orders

Licenses

If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license **Kevin E. Gini - Collins Electrical Company, Inc.**

- ☐ Yes ☒ No Has your firm changed names or license number in the past five years?
- ☐ Yes ☒ No Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?

Project History

Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. 'Largest' means highest contract dollar value, including change orders. Names and references must be current and verifiable. Only list projects your firm performed as the general contractor in charge of all trades for the construction of a building. Provide email addresses for all references. Press the ADD PROJECT button to add detailed information about each relevant project your company has worked on. If you are a M/E/P contractor, list your largest projects in both categories.

State your firm's gross revenues for each of the last three years. If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the ADD button to add revenues for each year.

Projects

Project Name: FREMONT HIGH SCHOOL NEW CAFETERIA AND KITCHEN
Project Type: Public Education
Location: 1279 SUNNYVALE SARATOGA ROAD, SUNNYVALE, CA 94087
Owner: FREMONT UNION HIGH SCHOOL DISTRICT
Owner Contact (Name and Current Phone #): BRYAN WAKEFIELD 408-522-2200
Owner Contact Email: bwakefield@fremont.k12.us
Architect or Engineer: AEDIS ARCHITECTURE AND PLANNING
Architect or Engineer Contact (Name and Current Phone #): PASCAL NEJEM 408-300-5160
Architect or Engineer Contact Email: pnajem@aedisarchitects.com
Construction Manager: LATHROP CONSTRUCTION
Construction Manager Contact (Name and Current Phone #): ANTHONY REED 707-746-8000
Construction Manager Contact Email: anthony.reed@lathropconstruction.com
Description of Project, Scope of Work Performed: Construction of a new 10,000sf cafeteria/servery, full commercial kitchen and 23,900sf two story classroom building. Work shall include demo of existing wing 30 cafeteria buildings. (9) interim portable and associated unused utilities.
Total Value of Construction (including change orders): \$2,362,222
Original Value of Construction: \$2,154,024.00
Original Scheduled Completion Date: 08/15/2015
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 09/30/2016

Project Name: Project Cougar
Project Type: Private
Location: 3575 South Orange Avenue Fresno, CA 93725
Owner: DPIF CA 6 Fresno, LLC
Owner Contact (Name and Current Phone #): Dan Bick 602-337-8730
Owner Contact Email: danbick@seefriedproperties.com
Architect or Engineer: Ware Malcomb
Architect or Engineer Contact (Name and Current Phone #): Anthony Cataldo 314-803-9479
Architect or Engineer Contact Email: 925-244-9620
Construction Manager: Clayco, Inc.
Construction Manager Contact (Name and Current Phone #): Roberto Valdes 314-803-9479
Construction Manager Contact Email: valdesr@Claycorp.com
Description of Project, Scope of Work Performed: 2,318,376 SF Amazon AR sortable Fulfillment Center located in Fresno, CA. Project includes a substantial amount of onsite and offsite improvements.
Total Value of Construction (including change orders): \$22,314,131
Original Value of Construction: \$19,155,444
Original Scheduled Completion Date: 08/31/2019
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 08/31/2019

Project Name: Dougherty Valley Elementary School
Project Type: Public Education
Location: 1050 Rumpet Vince Lane San Ramon, CA 94582
Owner: San Ramon Valley Unified School District
Owner Contact (Name and Current Phone #): Richard Lowell 925-552-2933
Owner Contact Email: rlowell@srvusd.org
Architect or Engineer: Quattrochi Kwok Architects
Architect or Engineer Contact (Name and Current Phone #): Mark Quattrocchi 707-576-0829
Architect or Engineer Contact Email: markq@qka.com
Construction Manager: Lathrop Construction
Construction Manager Contact (Name and Current Phone #): Anthony Reed 707-746-8000
Construction Manager Contact Email: anthony.reed@lathropconstruction.com
Description of Project, Scope of Work Performed: 73,000sf of new construction. 2 new classroom buildings, administration office and multipurpose building.
Total Value of Construction (including change orders): \$3,064,063
Original Value of Construction: \$2,803,476.
Original Scheduled Completion Date: 08/31/2017
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 8/31/2017

Project Name: Project Lefty
Project Type: Private
Location: 1601 Petrol Road Bakersfield, CA 93308
Owner: Seefried Properties

Owner Contact (Name and Current Phone #): Dan Bick 602-337-8730
Owner Contact Email: danbick@seefriedproperties.com
Architect or Engineer: Ware Malcomb
Architect or Engineer Contact (Name and Current Phone #): 925-244-9620
Architect or Engineer Contact Email: Ware Malcomb
Construction Manager: GRAYCOR CONSTRUCTION COMPANY INC.
Construction Manager Contact (Name and Current Phone #): CRAIG SLINKER 630-441-5918
Construction Manager Contact Email: Craig_slinker@graycor.com
Description of Project, Scope of Work Performed: AR Sortable Fulfillment Center with (4) levels and office build out. Total is approx. 2,640,000 SF. The site is approx. 58 acres and there is also offsite utility infrastructure work in the project.
Total Value of Construction (including change orders): \$28,059,770
Original Value of Construction: \$18,507,048.00
Original Scheduled Completion Date: 09/11/2020
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 09/11/2020

Project Name: UC Merced Classroom and Academic
Project Type: Public Education
Location: East Ranchers Road, Merced, CA 95343
Owner: University of California Merced
Owner Contact (Name and Current Phone #): Fran Telechea 209-228-4453
Owner Contact Email: ftelechea@ucmerced.edu
Architect or Engineer: Solomon Cordwell Buenez
Architect or Engineer Contact (Name and Current Phone #): Scott Odom 415-216-2450
Architect or Engineer Contact Email: scottt.odom@scb.com
Construction Manager: Sundt Construction
Construction Manager Contact (Name and Current Phone #): Ron Deal 775-742-3576
Construction Manager Contact Email: rdeal@sundt.com
Description of Project, Scope of Work Performed: New construction of building and sitework
Total Value of Construction (including change orders): \$5,794,351
Original Value of Construction: \$5,180,600.00
Original Scheduled Completion Date: 08/17/2017
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 08/17/2017

Project Name: Hard Rock Fire Mountain Hotel and Casino
Project Type: Private
Location: 3317 Forty Mile Road Wheatland, CA 95962
Owner: Estom Yumeka Madiu Tribe
Owner Contact (Name and Current Phone #): Enterprise Rancheria 530-532-9214
Owner Contact Email: info@enterpriserancheria.org
Architect or Engineer: Friedmutter Group
Architect or Engineer Contact (Name and Current Phone #): Pia Allen 702.736.7477
Architect or Engineer Contact Email: pia@fglv.com
Construction Manager: Moorefield-Yates, A Joint Venture
Construction Manager Contact (Name and Current Phone #): Bill Hall 661-201-8845
Construction Manager Contact Email: BHall@moorefieldconstruction.com
Description of Project, Scope of Work Performed: Site Improvements of 40 acres and hotel and casino building. The Enterprise Rancheria Casino and Hotel Resort Project consists of a casino, including a casino floor, food and beverage areas, meeting space and adm space, an eight story, 175 room hotel.
Total Value of Construction (including change orders): \$20,281,537
Original Value of Construction: \$30,084,088.00
Original Scheduled Completion Date: 09/03/2019
Time Extensions Granted (# of Days): 0
Actual Date of Completion: 9/30/2019

Project Name: Pinole Valley High School New Campus
Project Type: Public Education
Location: 2900 Pinole Valley Road, Pinole, CA 94564
Owner: West Contra Costa Unified School District
Owner Contact (Name and Current Phone #): Lisa LeBlanc 510-307-4540
Owner Contact Email: lleblanc@wccusd.net
Architect or Engineer: WLC Architects
Architect or Engineer Contact (Name and Current Phone #): Michael Terry 510-450-1999
Architect or Engineer Contact Email: mterry@wlcarchitets.com
Construction Manager: Lathrop Construction
Construction Manager Contact (Name and Current Phone #): Anthony Reed 707-746-8000
Construction Manager Contact Email: anthony.reed@lathropconstruction.com
Description of Project, Scope of Work Performed: Provide and install all necessary labor, materials and equipment

required for a complete electrical system as shown on drawings. Addendum #1 security drawing, road improvements drawing, theatrical drawing, division 26 electrical, communication, electrical safety.

Total Value of Construction (including change orders): \$18,013,310

Original Value of Construction: \$17,500,000.00

Original Scheduled Completion Date: 11/30/2018

Time Extensions Granted (# of Days): 0

Actual Date of Completion: 11/30/2018



Paul Nadeau <paul.nadeau@gilroyunified.org>

245 Farrell Avenue - Preschool: check please

6 messages

Meuy Saechao <msaechao@aedisarchitects.com>

Tue, Dec 27, 2022 at 8:25 AM

To: Paul Nadeau <paul.nadeau@gilroyunified.org>

Cc: Marissa Van Patten <marissa.vanpatten@gilroyunified.org>, Joe Vela <jvela@aedisarchitects.com>

Good morning Paul,

We will need a check for \$19,350.00 by Friday, January 20, 2023 (see screenshot below for amount generated by DSA). Or if GUSD would like to pay electronically – refer to the following link:

<https://www3.thepayplace.com/ca/dgsdsa/firfees/billpreview.aspx>

Construction cost is: \$1,500,000.00 and DSA Application Number is 01-120795.

Please make the check payable to the following information below and mail the check to the SAN JOSE office once it is cut for us to take it from there. Thank you in advance.

Division of the State Architect

Attn: Cashier

1515 Clay Street, Suite 1201

Oakland, CA 94612

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Plan/Field Review Fee Calculator

Project submitted to DSA

☒ on or after 5/1/2021

☐ between 3/1/2019 and 4/30/2021

☐ between 10/1/2017 and 2/28/2019

☐ between 2/1/2016 and 9/30/2017

☐ between 12/1/2014 and 1/31/2016

☐ between 6/1/2013 and 11/30/2014

☐ between 2/16/2010 and 5/31/2013

☐ before 2/1/2010

Project Type: **Select project type**

School(K-12) ▼

Estimated Amt: 1500000.00

Contracted Amt: 0

Construction Change Document Amt: 0

Check review(s) for project

☒ Access Compliance

☒ Fire & Life Safety

☒ Structural Safety

Fees may be mailed or hand delivered. DSA also accepts payments by credit card or electronic check online through a third-party software run by Fiserv at [DSA Filing, Invoice & Re-Exam Fees](#) (www3.thepayplace.com/ca/dgsdsa/firfees). Proof of online payment must be submitted as directed in procedure *PR 20-02: Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices & Project Certification Re-Examination Fees*.

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$5,000.00	\$4,000.00	\$10,350.00	\$19,350.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

DGS Links

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PS: Hope you had a wonderful Christmas!

Meuy Saechao, Assoc. AIA

Assistant Project Manager

(916) 970-0230 X 103

aedis

architects

808 R St, Ste 201

Sacramento, CA 95811

(916) 970-0230 office

387 S 1st St, Ste 300

San Jose, CA 95113

(408) 300-5160 office

Hollister Moving and Storage

2e

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

Office/School Move/On-Site

Packing Date(s):

Phase 3 Dates:

2/20/2023

2/24/2023

ORIGIN		DESTINATION	
Name:	GUSD - South Valley Middle - Marissa Van Patten	Name:	GUSD - South Valley Middle - Marissa Van Patten
Address:	SV Middle School - Gym Bldg + Containers/Stg Bldgs	Address:	Same Location + Some to Brownell
City:	Gilroy, CA 95020	City:	Gilroy, CA 95020
Phone:	408-612-2720	Phone:	408-612-2720
Email:	marissa.vanpatten@gilroyunified.org	Email:	

MOVE DESCRIPTION

lbs.

Move of contents from existing containers to storage buildings on site as well as contents from various areas of the gym to containers and storage buildings. The weight room machines and floor mats will be stored with HMS off site and is listed. There are some items that will be moved to Brownell (Music room/Instruments). The rates are based on the items noted during the walk through and the spread sheet provided.

LOCAL MOVE

Men, Trucks & Equipment to perform the move in the time frame noted above. The number of men may vary from day to day based on our workload, but the move will be completed in an agreed time frame.

Phase 3 : \$ 14,550.00

Phase :

Off-Site Trailer Storage: Weight machines and mats stored with HMS thru 10/31/23 \$ 2,800.00

Contingency: unforeseen conditions and additional packing materials and labor if requested \$ 4,337.50

PACKING DESCRIPTION

Packing Labor: man hrs

There is no packing requested for this portion of the move as all items are being packed by the individual teachers/staff for the move. If any major amounts of packing are needed or crew leader will advise if any other charges would apply. We will do some minimal packing at no charge if needed to help expedite the moving/transfer of the items.

PACKING MATERIALS AND TAX: See attached for details - final charges based on actual use.

\$ -

\$ -

Fuel Charge 2% \$ 433.75

Discounts:

Payment Method: Personal Check

TOTAL COST \$ 22,121.25

South Valley's #1 Mover Since 1978

Hollister Moving and Storage

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

Customer Name: GUSD - South Valley Middle - Marissa Van Patten

PACKING MATERIAL - CONTAINERS

Qty	Item	Rate	Total
	1.5 Sm	\$ 2.50	\$ -
	3.0 Md	\$ 5.00	\$ -
	4.5 Lg	\$ 6.25	\$ -
	5.0 DP	\$ 18.75	\$ -
	6.0 Ex L	\$ 12.50	\$ -
	6.6 Elec	\$ 15.00	\$ -
	8.0 CF		\$ -
	10.0 CF		\$ -
	Flat sm	\$ 10.00	\$ -
	Flat med	\$ 15.00	\$ -
	Flat Lg	\$ 18.00	\$ -
	TV Box	\$ 45.00	\$ -
	Flat 7x8	\$ 75.00	\$ -
	Crate ____		\$ -
	Wardrobe	\$ 12.80	\$ -
	S/D Matt	\$ 8.50	\$ -
	Q/K matt	\$ 16.00	\$ -
TOTAL			\$ -

PACKING MATERIAL - OTHER

Qty	Item	Rate	Total
	Tape, 2"	\$ 2.75	\$ -
	Papr Pad		\$ -
	Bwrap 12"		\$ -
	Bwrap 24"		\$ -
	Bwrap 48"		\$ -
	Pkg Ppr	\$ 24.95	\$ -
	Dp Inserts		\$ -
	Library Cart	\$ 15.00	\$ -
	Office Carts	\$ 15.00	\$ -
	Speed Packs	\$ 10.00	\$ -
			\$ -

Other Materials Total	\$ -
Containers Total	\$ -
Sub Total All Materials	\$ -
TAX	\$ -

TOTAL MATERIAL	\$ -
-----------------------	-------------

Important Notice

This Proposal covers only the articles and services listed in the RFP dated March 16, 2022 for South Valley Middle School as provided to Hollister Moving by GUSD.

This move and contents to be moved are based on the items that were noted during the walk through at the school and the description of services noted above. If there are any delays with other contractors or service providers that effect our work flow

we will inform GUSD of any such issues ASAP to avoid any delays on our end of the move.

We will have a supervisor on-site during the move that will be the point of contact for our crew during the entire move

MOVER and CUSTOMER SIGNATE BELOW ACKNOWLEDGE CONDITIONS OF PROPOSAL/ESTIMATE:

Moving Company

Date

Customer (or Agent)

Date

Hollister Moving and Storage

PO Box 1987 Hollister, CA 95024
2300 Technology Pkwy. #2 Office: 831-636-5000
US DOT 3121820 - CAL-T 191773

Customer Name: GUSD - South Valley Middle - Marissa Van Patten

BASIS OF CARRIER'S COST PROPOSAL

ORIGIN:

Flight of Stairs qty steps:
Landings qty:
Long Carry distance:
Packing:
Packing Material:
Shuttle: 16' & 26' trucks
Office Carts & Speed Packs
Additional Truck (s):
Extra Pickup:
Disassembly: minor items
Regular Storage: Weight Equipment
Boxes from Garage
Piano:

Service Required	Service Not Req'd	Condition Unknown
	X	
	X	
X		
	X	
X		
X		
X		
	X	
X		
X		
	X	
	X	

DESTINATION:

Flight of Stairs qty steps:
Landings qty:
Long Carry distance:
Shuttle:
Unpacking:
Boxes to Garage:
Extra Delivery:

Service Required	Service Not Req'd	Condition Unknown
	X	
	X	
X		
X		
	X	
	X	
	X	

Charges to be Paid by: **GUSD/Invoice/Check**

I REQUEST ONLY THE SERVICES AND ITEMS LISTED ON THIS DOCUMENT TO BE CONSIDERED IN DETERMINING THE ESTIMATED COST. I UNDERSTAND THAT ADDITIONAL CHARGES WILL BE MADE FOR ANY ADDITIONAL SERVICES REQUESTED AT A LATER TIME.

Customer (or Agent)

Date

SVMS Band Class Update

Date: Jan 9, 2023

The week of February 20th, the remaining buildings at SVMS will be enveloped into the construction project. This consists of the gym and the 3 small buildings used as the band room, weight room and pool pump house. This creates an instructional issue for the band as there is no other designated room to hold class on site. We have investigated holding class outside on site, at Rebeccas Childrens Services and the gym at Gilroy Prep School. We have finally decided on holding Music class on the MPR stage at Brownell. I have walked the site with Mike Nebesnick and developed a plan to set up the stage with Band class.

The plan is that parents will drop off their students at Brownell for band class for “0” and “1st Period” and Transportation will develop bus routes to deliver students back to SVMS after each period.

Meetings to detail out the plan will occur today (January 9th) with Guillermo Ramos and Mr. Brozene as well as a Transportation meeting with Alvaro and Transportation.

Building Evaluation Report



Gilroy USD Transit Facility
220 Swanston Lane
Gilroy, CA

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA



HOHBACH-LEWIN, INC.
STRUCTURAL ENGINEERS

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

October 06, 2021

Project No: 15608E

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1.0 INTRODUCTION

1.1 General

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

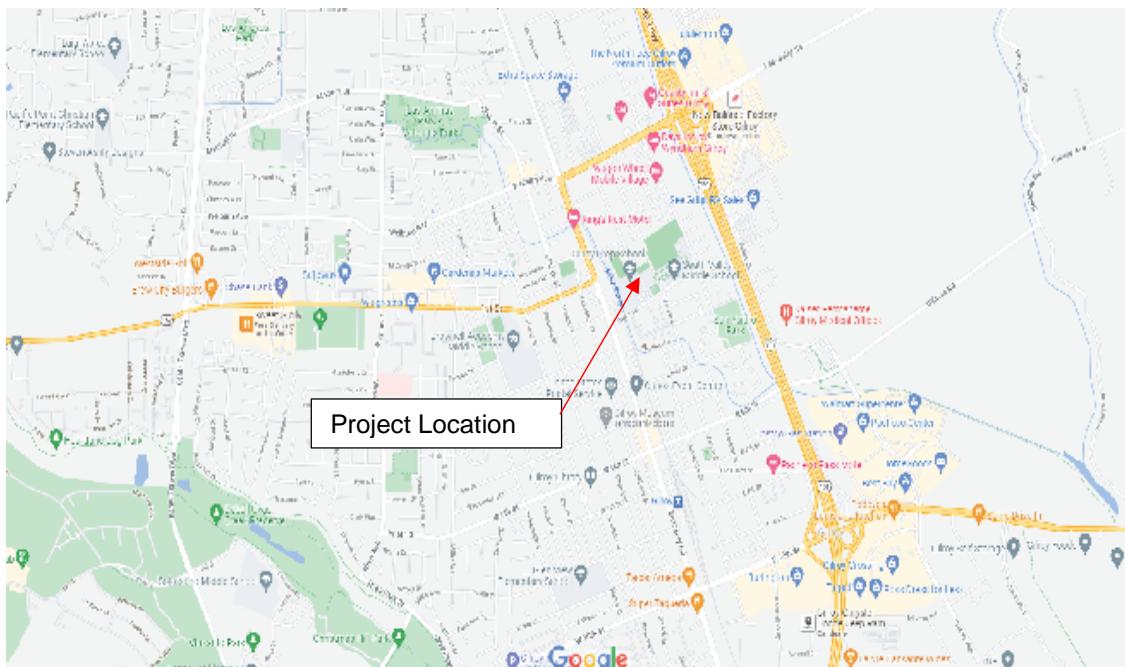


Figure 1 – Vicinity Map

1.2 Scope of Work

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

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

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

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

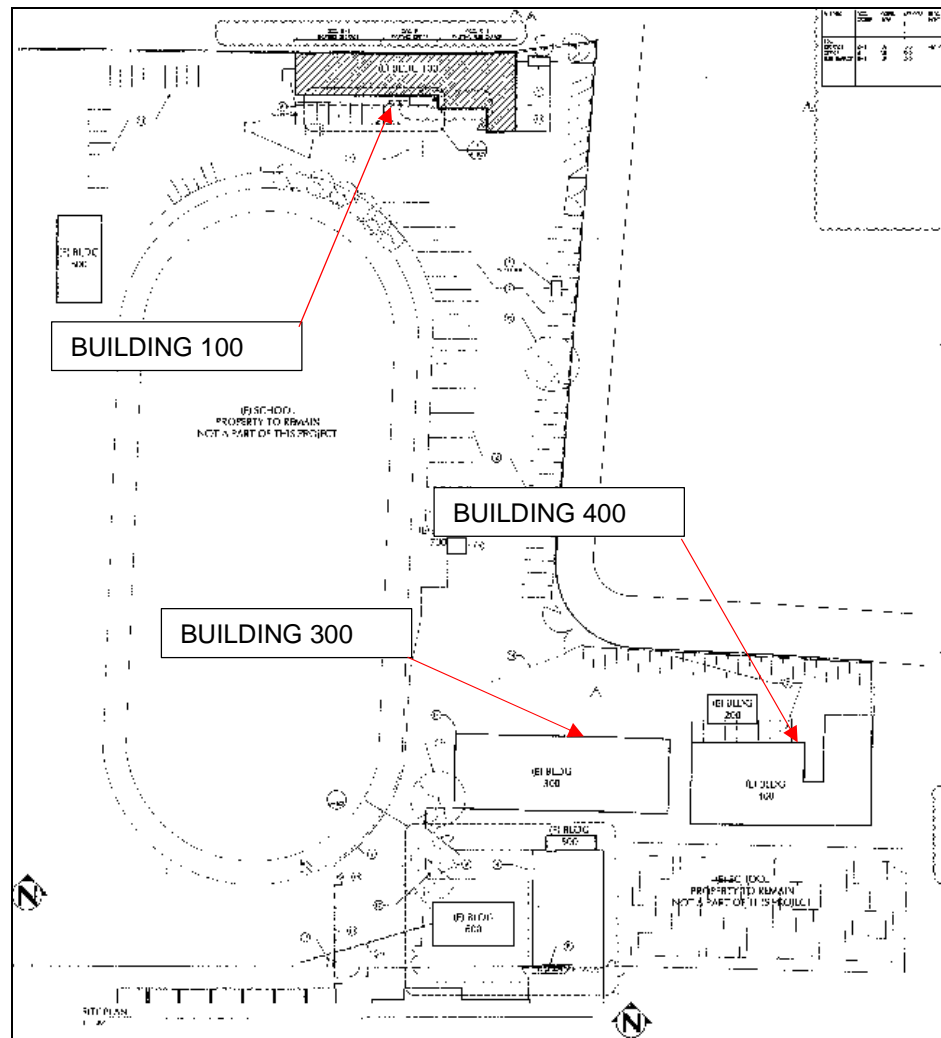


Figure 2 – Site Plan

1.3 Review of Documentation

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

1.4 Limitations

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

2.0 Building Description

2.1 General

Building 100

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

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

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

Building 300

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

Building 400

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

2.2 Site Visit Report

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

Building 100

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

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

Building 300

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

Building 400

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

2.3 Gravity System Description

Building 100

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

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

Building 300

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

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

Building 400

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

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

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

2.4 Lateral System Description

Building 100

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

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

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

Concrete foundations transmit those lateral loads into the ground.

Building 300

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

Building 400

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

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

3.0 SITE SOILS AND SEISMICITY

3.1 Seismicity

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

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

3.2 Local Seismic Hazards

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

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

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

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

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

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

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

4.0 BUILDING ANALYSIS

4.1 Qualitative Gravity Evaluation

Building 100

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

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

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



Figure 3 – Suspended storage shelf



Figure 4 – Crack in rear of Building 100

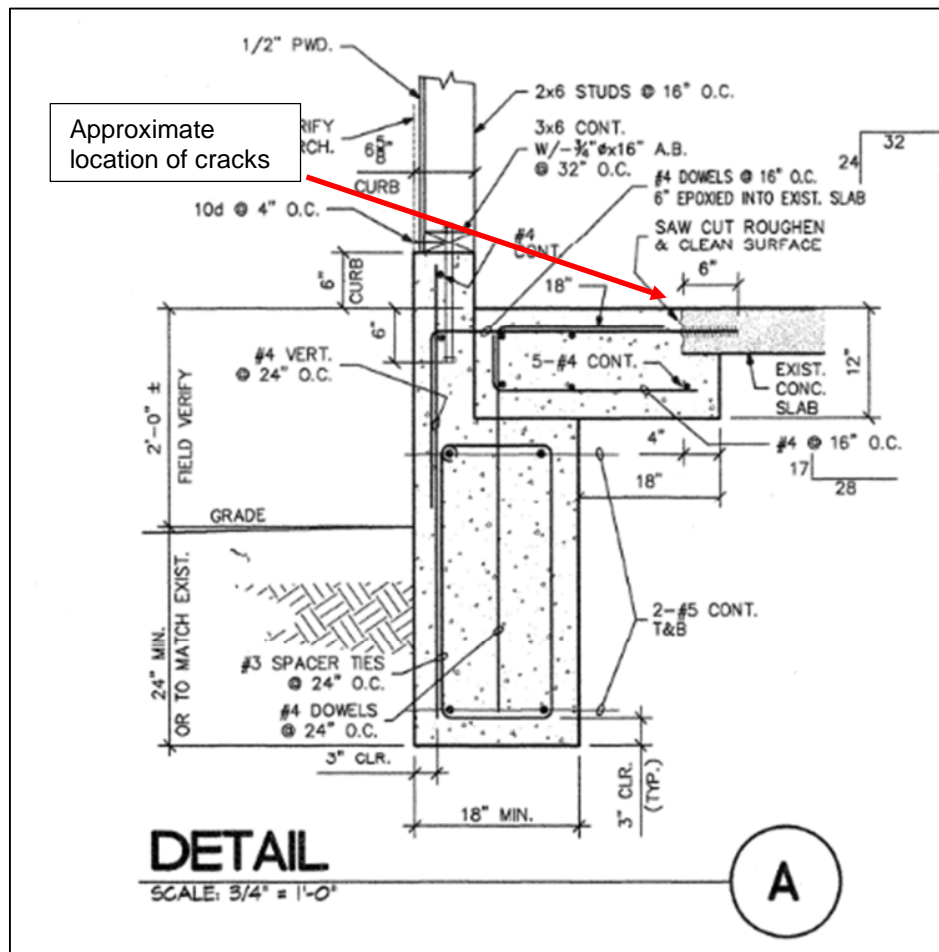


Figure 5 – Existing Building 100 section

Building 300

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

Building 400

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

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

4.2 Qualitative Seismic Evaluation

Building 100

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

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

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

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



Figure 6 – Building 100 Partition Walls

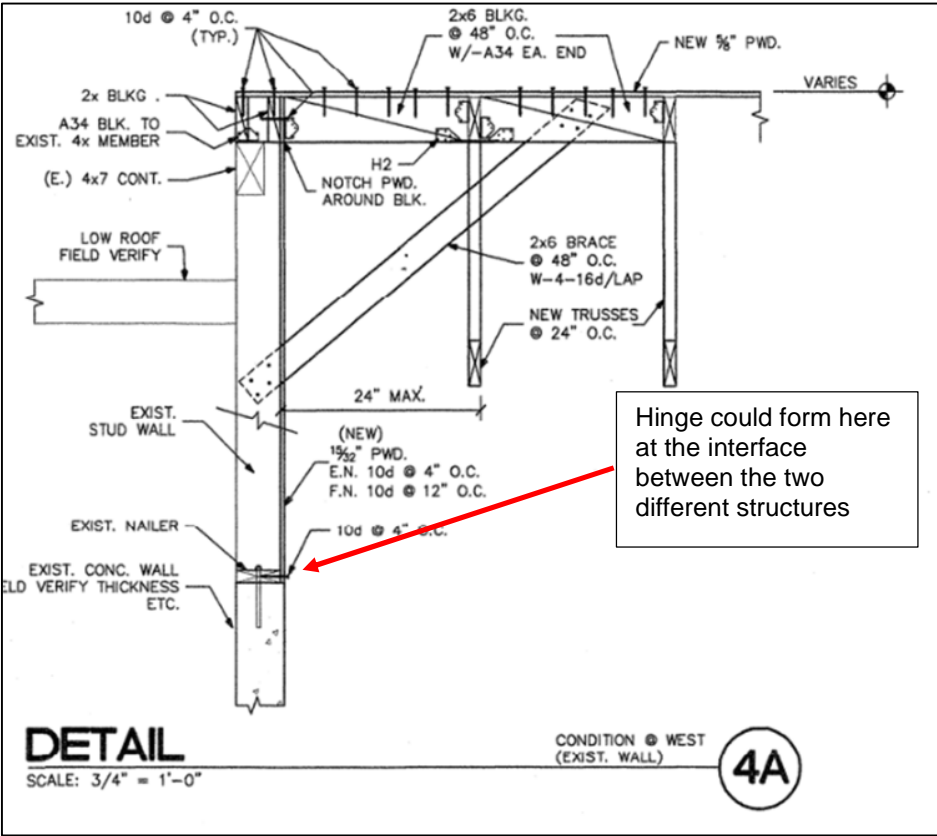


Figure 7 – Building 100 interface between western and center portion



Figure 8 – Building 100 eastern shearwalls

Building 300

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

Building 400

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

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

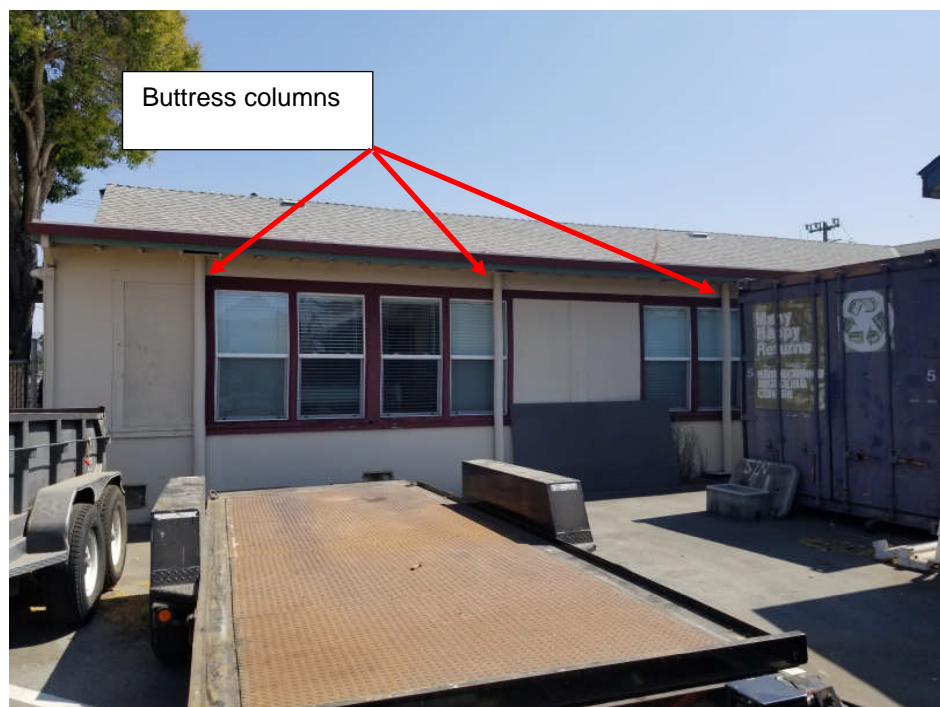


Figure 9 – Building 400 buttress columns

4.3 Recommendations and Cost Estimates

Building 100

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

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

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

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

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

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

See Figure 10 for rough retrofit scope.

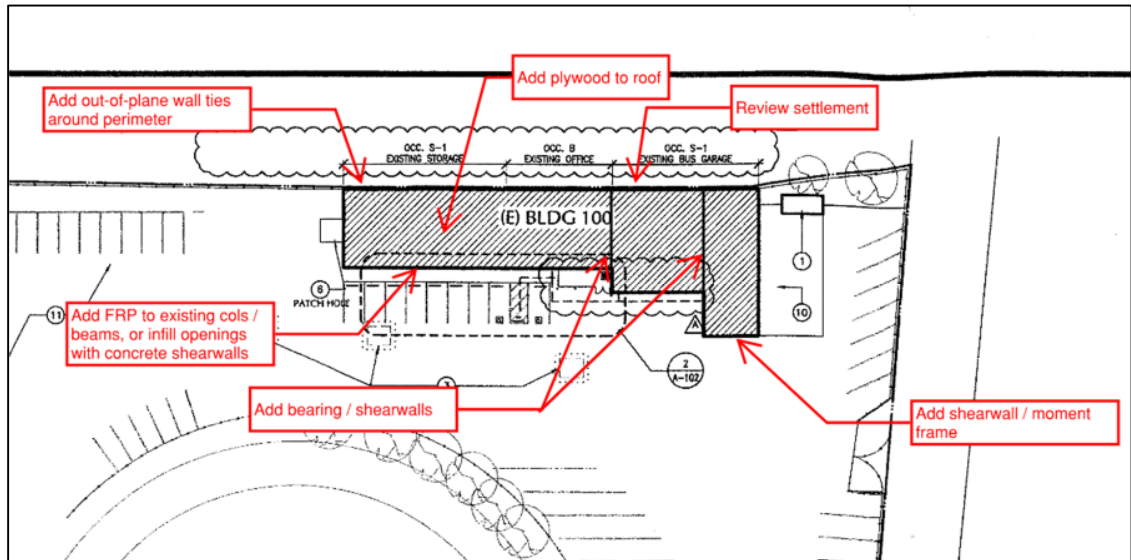


Figure 10 – Building 100 schematic retrofit scope

Building 300

No retrofits are recommended for this structure at this time.

Building 400

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

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

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

See Figure 11 for rough retrofit scope.

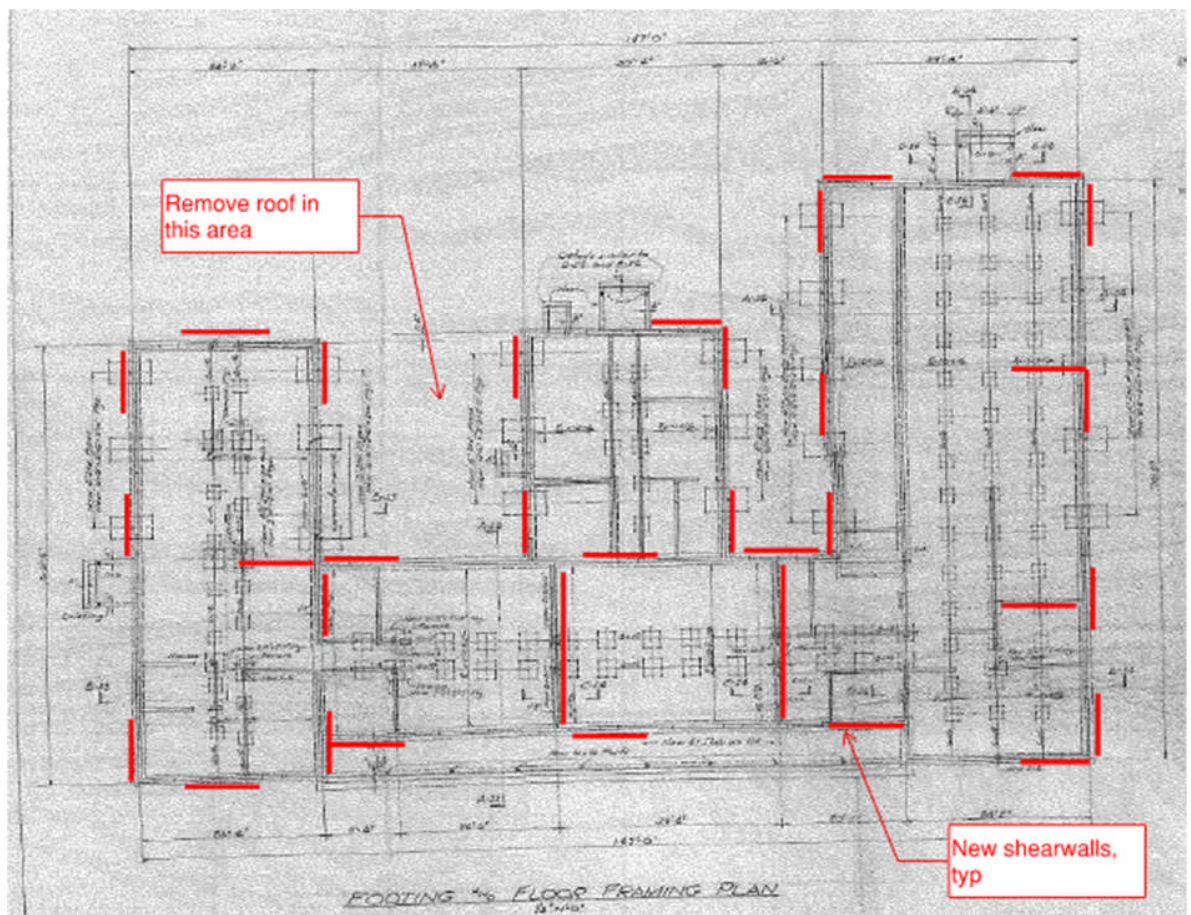


Figure 11 – Building 400 schematic retrofit scope

Transportation Building Update

Date: Jan 9, 2023

The Transportation building has been found to be structurally unsound and needs to be condemned as soon as possible. The details of this information can be found in the Structural Analysis report submitted to the FSC by Hoback Lewin. The roof on this building is failing during the recent storms and has been patched with tarps by our Maintenance Teams. Repair to the roof is not recommended as the cost will far outweigh the value of the building.



Fortunately, there are spare buildings located adjacent to the Transportation building that can be utilized both temporarily and eventually, as a permanent replacement to the Transportation building. To utilize them as a temporary home for the Dispatch Office, we would need to provide electrical, radio and Communications to those buildings. This would enable them to be used as a Dispatch Office.

Sept 12, 2022
Linda Piceno
G. U.S.D.
Gilroy, CA 95020

Holly O'Mara
857B Culp Dr.
Gilroy, CA 95020

Dear Ms. Piceno,

I am a 40 year resident,
taxpayer, children attended GUSD,
etc of Gilroy. I live in Solis
Rancho Neighborhood next to
Rod Kelley.

In 2020 I spent at least a
month getting signatures from
residents requesting solar
lighting on path from Rod Kelley
to Mt. Madonna H.S. Why?

Vandalism
Graffiti

fireworks at all
hours on path-

campfires on pine needle dirt path
next to homes, ~~for~~ possible fires &
lawsuits to GUSD, homelessness, etc

2 Home invasion attempts to neighbors
and the list goes. Neighbors don't
call for years ^{now} because nothing
is done.

The Gilroy City Manager did not
follow up with the City Council
his employer, as he told me
he would. He also "lost" the
petition. A city council made
several attempts with him
to follow up.

Turns out the path is owned
by GUSD.

Could you look into some type
of lighting (powered by sun)
to help prevent crime and vandalism
to nearby residents? (Please)

When I go to newer neighborhoods and newer residences, there are more features on park paths to provide safety to nearby residents.

I will eagerly await your response and keep track of any progress as I have & my neighbors have been let down for years.

For future planning by GUSD, no path thru neighborhoods today with crime, gangs, vandalism should be built without lighting to protect residents along the path next to it.

Sincerely,
Holly D. O'Mara
h o m a r a @ v e r i z o n . n e t
Sept 12, 2022

MOUNT MADONNA & ROD KELLEY ELEMENTARY

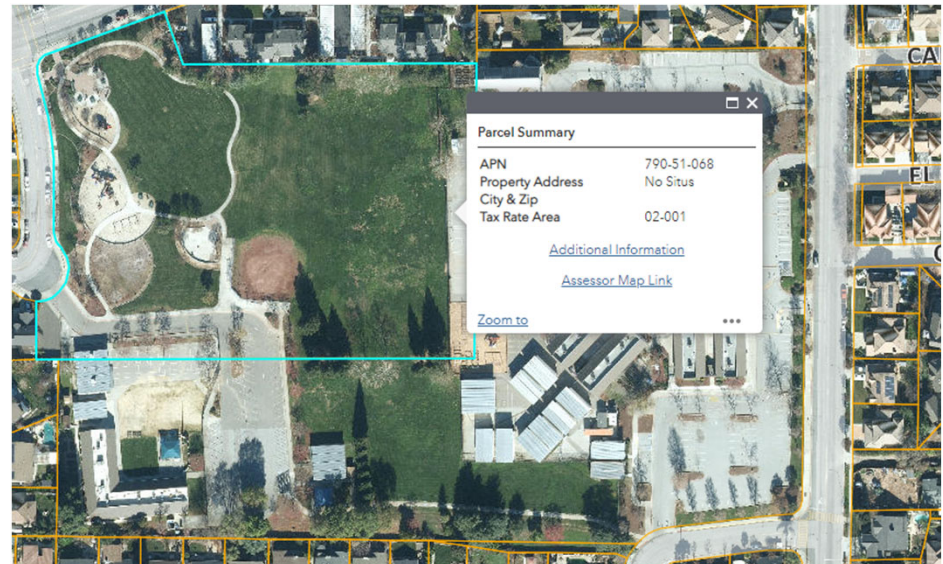
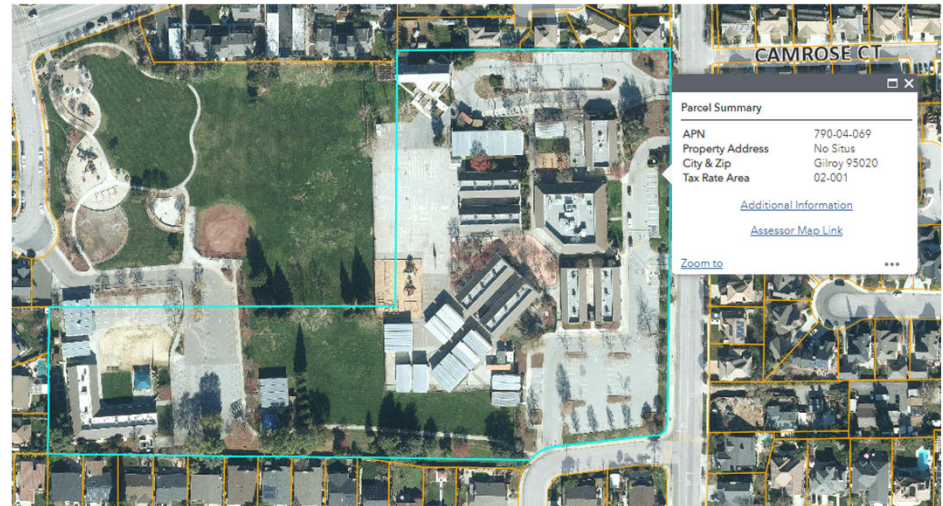
APN 790-04-069 – GUSD Property

Includes the majority of Rod Kelley and Mount Madonna, the Adult Ed building, and **a portion of the parking lot which is open to the public and part of Rainbow Park.**

APN 799-51-068 – GUSD Property

Includes a small portion of Rod Kelley, a small portion of Mount Madonna, **a portion of the parking lot which is open to the public and campus and the majority of Rainbow Park.**

The City of Gilroy website notes that Rainbow Park sits on two acres and includes baseball/softball diamond, open turf, picnic tables, playground and small child play area.



ROD KELLEY ES









LEASE AGREEMENT FOR THE USE OF

277 IOOF Ave., Gilroy, CA 95020

This LEASE (“Agreement”) is made by and between GILROY UNIFIED SCHOOL District, a school district formed and existing under the laws of the State of California (“the District”), and Navigator Schools, a California nonprofit public benefit corporation (“Charter School”), which operates Gilroy Prep (“Gilroy Prep”). This Agreement includes the terms and conditions of Charter School's use of the former [NAME OF FORMER DISTRICT SCHOOL] site, located at 277 IOOF Ave., Gilroy, CA 95020, and the rehabilitation of public school facilities on the Site using funds provided by the Charter School Facility Program (“CSFP”) administered by the California School Finance Authority (“CSFA”).

RECITALS

WHEREAS, the District is the owner of certain real property, known as the former Gilroy High School site located at 277 IOOF Ave., Gilroy, CA 95020 (the “Site” or the “Premises”) being defined with more specificity in **Exhibit A-1**;

WHEREAS, Charter School was established in 2011, is accredited by the Western Association of Schools and Colleges (“WASC”), and currently provides educational and recreational activities for students in grades TK-5 on the Premises;

WHEREAS, on March 22, 2018 the District Board of Education renewed the charter petition for Gilroy Prep, authorizing Gilroy Prep to continue to serve Grades K-8 through June 30, 2023, which ending date was extended to June 30, 2025 by AB 130;

WHEREAS, Charter School requires classrooms and facilities for its in-district students for the purposes of operating its educational program in accordance with Gilroy Prep’s charter;

WHEREAS, Charter School has received an award of funds through the CSFP under Education Code section 17078.52 *et seq.* to perform new construction as well as improvements to certain portions of the Premises, such improvements identified by the Division of State Architect (“DSA”) as Applications # 54/69484-00-003 and 54/69484-00-004 and approved on October 26, 2022 (hereafter referred to as “Project”, with the actual improvements to be performed using CSFP funds referred to as “Project Improvements”) being defined with more specificity in **Exhibit A-2**;

WHEREAS, this Agreement is entered into by the Parties as an "In-lieu" facilities Agreement pursuant to the requirements of Education Code section 47614, which allows the District and Charter School to collaborate on the terms for use of the Premises for Gilroy Prep, outside of the provisions of Proposition 39 and its implementing regulations (“Proposition 39”);

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Charter School agree as follows:

AGREEMENT

1. USE OF PREMISES

- 1.1 District hereby leases to Charter School, and Charter School hereby leases from District, the Premises for the Term and upon the covenants and conditions set forth in this Agreement. District agrees to allow exclusive use of the Premises by Charter School for purposes of operating a public charter school providing educational instruction to public school students and all associated uses (the “Program” or “Activities”), consistent with Charter School's Charter Petition so long as Charter School is the tenant of the Premises.
- 1.2 Use of the Premises shall be for the sole purpose of operating a charter educational program in accordance with all applicable federal, state and local regulations relating to the Premises, and to the operation of the educational program, including associated uses such as summer school and programs procured through third Party entities, e.g. childcare and after-school program providers. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed.
- 1.3 Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or knowingly place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
- 1.4 Charter School shall prohibit the use of tobacco products, e-cigarettes, alcohol, and unlawful controlled substances on the Premises at all times unless permitted by law.
- 1.5 Charter School shall not intentionally do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District’s existing insurance rate or effect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises.
- 1.6 Charter School agrees to comply with the provisions of the Civic Center Act (Education Code §§ 38130, *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and as such, any use of the Premises by the Community shall not interfere with Charter School's educational program.
- 1.7 All provisions of this Agreement applicable to the Premises shall also apply with equal force to the Project and Project Improvements contained thereon. The

provisions of the Charter School Facilities Program shall only apply to the Charter School's Project and Project Improvements.

2. CONDITION OF PREMISES

- 2.1 The Premises are leased to Charter School on an "AS IS" basis. Except as expressly provided herein, District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises.

3. TITLE TO SCHOOL SITE / CLASSROOM BUILDINGS

- 3.1 The Parties acknowledge that title to the Premises is held by District. All improvements on the Premises at the expiration of the term of this Agreement, or any options or mutually agreed to extensions shall become District's property. The Project Improvements constructed by Charter School shall be DSA approved.

4. TERM

- 4.1 The term ("Initial Term") of this Agreement shall commence on **July 1, 2023**, for thirty (30) years and shall end on June 30, 2053. The Term may be extended for one additional term of ten (10) years upon Charter School's written exercise of option in each case given not less than 90 days before the then-existing Term ends, unless terminated under any provision of this Agreement, including but not limited to the following reasons:

- 4.1.1 Charter School's program ceases to operate after a revocation, nonrenewal or surrender of the charter, or any other termination of the charter, and all appeals have been exhausted;

- 4.1.2 Charter School fails to commence construction of significant capital outlay improvements on the Premises within five (5) years of the Commencement Date of this Agreement, in which case the term of this Agreement shall only be for five (5) years, until June 30, 2028;

- 4.2 Charter School at its option, and without any penalties, damages or other compensation to the District, may elect not to proceed with the new construction project contemplated by Article 6 of this Agreement. Charter School acknowledges and understands that if it exercises the option not to proceed with the new construction project contemplated by Article 6, this Agreement shall terminate effective June 30, 2028, provided however, the Parties by mutual agreement may negotiate a new agreement for use of the Site or the Charter School may submit a timely Prop. 39 request for the 2028-29 school year.

- 4.3 In the event that Charter School determines, in its reasonable judgment, that it is not feasible for Charter School to proceed with the new construction project contemplated by Article 6, then Charter School may elect to terminate this Lease

without penalties, damages, or other compensation to the District, by written notice to District provided no later than December 31, to be effective the next July 1st.

5. FACILITY USE FEE

- 5.1 For and in consideration of the substantial contribution the Charter School is making to the District's asset, and the ongoing debt service to be paid by the Charter School during the Term, Charter School shall pay a yearly facility use fee of Ten Dollars (\$10.00) to the District ("Fee"). The Fee shall be paid on July 1 of each year of the Agreement, commencing on July 1, 2023.
- 5.2 The Charter School shall pay for all utilities charges for the Premises. For purposes of this Agreement, utilities include but are not limited to: water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees. Charter School shall be responsible, at its sole cost (and expense) for the furnishing of all services and utilities to the Premises, including, but not limited to heating, ventilation and air-conditioning, gas, electricity, water, telephone, trash collection, sewage disposal, janitorial and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility or service provider.
- 5.2.1 Except to the extent the discontinuance, failure or interruption is caused or permitted by the District's negligence or willful misconduct, Charter School agrees that the District shall not be liable for damages, by abatement of rent or otherwise, for the discontinuance, failure or interruption of any utility or other service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof; and such discontinuance, failure or interruption shall never be deemed to constitute an eviction or disturbance of Charter School's use and possession of the Premises or relieve Charter School from paying rent or other fees, costs or other amounts due and owing under this Agreement. Notwithstanding anything herein to the contrary, the District shall use its good faith efforts to assist Charter School in restoring such services so long as the District is not required to incur any costs or expenses.
- 5.3 Charter School acknowledges that late payment by Charter School to District of sums due will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if the District does not receive any installment of monies due under this Section from Charter School within ten (10) business days after such amount is due, Charter School shall pay to District, as additional "late charge" an amount equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs District will incur by reason of late payment by

Charter School.

- 5.4 Charter School shall pay any assessment on the Premises, including on any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6. ALTERATIONS

- 6.1 Charter School may at its sole cost and expense, make or perform improvements to the Premises, including the Project Improvements defined with more specificity in **Exhibit A-2**, provided that any Improvements (defined as alterations or changes to the structure, infrastructure or systems of the Premises or costing more than \$250,000) shall require prior written notice and approval of the District, which shall not be unreasonably conditioned, delayed or withheld. If the District fails to respond within thirty (30) days after Charter School's written request for approval of any Improvements, District shall be deemed to have given its approval to such Improvements. Improvements shall comply with all applicable legal requirements relating to construction of the Improvements, including, without limitation, Title 24 of the California Code of Regulations, the Education Code (including the Field Act, Education Code §17280, et seq.), the Americans with Disabilities Act, the California Environmental Quality Act and regulations promulgated thereunder. Charter School agrees to bear responsibility for paying for and performing any required upgrades related to disability access triggered by the performance of any work done by Charter School. Charter School shall not uninstall or remove any fixtures or improvements at the Site if such removal or de-installation will materially adversely affect the structure of any of the buildings, without prior written approval of the District.
- 6.2 The Charter School agrees to provide to the District a copy of documentation related to the Project, including requests for proposals, bids/proposals, schematic designs, specifications, work plans, work schedules, change orders, etc. at the District's request. Charter School shall be responsible for maintaining required fire and smoke detection/alarm systems and all telephone and data communication lines.
- 6.3 All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. Charter School must seek and receive approval from the Division of the State Architect for all of Charter School's Improvements to the extent such approval is required by law. Contractors retained by Charter School with

respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and, for the Project Improvements, must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with construction requirements under the Public Contracts Code. The District shall be named as an additional insured on any applicable insurance policies and bonds. Charter School shall bear full responsibility for ensuring that the construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public schools including building codes and prevailing wage laws.

- 6.4 Charter School shall at its own expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act ("CEQA"), any necessary approvals from any local authority including any Site, grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. However, the District agrees to act as the Lead Agency for any required CEQA approvals or proceedings, provided that Charter School shall reimburse District for any reasonable costs associated with serving as Lead Agency. The Parties agree that the Project likely involves the rehabilitation and replacement of existing public school facilities, and to pursue lawful use of the "Class 2" Categorical Exemption from CEQA (14 CCR § 15302). The Parties further agree that it is their intent that the Project Improvements shall not increase the original student capacity of the Site by more than twenty-five percent (25%) or ten classrooms, whichever is less, which activity is within the "Class 14" Categorical Exemption from CEQA (14 CCR § 15314), as well as the Class 1 Categorical Exemption (14 CCR § 15301) ("Existing Facilities.") The Parties agree to cooperate in good faith to ensure that the Project remains within the scope of the foregoing Categorical Exemptions to CEQA. The provisions of Article 8 ("Indemnification and Waiver") shall apply without exception in favor of the District to any claims made under CEQA.
- 6.5 Charter School shall be solely responsible for maintaining the Premises and Charter School's Improvements and Project Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws or ordinances, rules and regulations. The ongoing daily operations and maintenance of the Premises, Project Improvements, Improvements performed by the Charter School, facilities and equipment on the Site is the responsibility of Charter School. Charter School and Charter School's agents and employees shall observe and comply fully and faithfully with all applicable laws in maintaining the Premises. Charter School's students, visitors, and invitees shall observe and comply fully and faithfully with all policies, rules, and regulations adopted by the District for the use and care of the Site.

The Charter School shall bear all major facilities maintenance costs with respect to the buildings and grounds of the Premises. "Major facilities maintenance" includes but is not limited to all non-routine maintenance, replacement and repair services,

including major maintenance and replacement of the plumbing, heating, air-conditioning, electrical, roofing, and floor systems; the exterior and interior painting of school buildings; the inspection, sampling, and analysis of building materials to determine the presence of asbestos-containing materials; the encapsulation or removal of asbestos-containing materials; the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials; and the control, management, and removal of lead-containing materials.

- 6.6 Charter School shall be solely responsible to make payment for any service or work performed in connection with the design and construction of the Improvements or Project Improvements. Charter School shall be solely responsible for the administration (and resolution) of any claims or disputes that may arise in connection with the design or construction of the Improvements or Project Improvements.
- 6.7 Charter School and any person performing work for construction of the Improvements or Project Improvements shall exercise reasonable precautions to avoid damage and protect persons or property while on the Premises and any adjacent staging area. District assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors, or employees of Charter School by reason of the exercise of privileges given in this section. Charter School shall indemnify and hold District harmless from any damage caused by the Charter School's activities authorized in this section, except to the extent such damage was caused by District's negligence or misconduct. Charter School shall either reimburse the District for any damage or destruction to the Premises, or other property, occurring by reason of the exercise of rights granted, or to replace or restore said property to its preexisting condition.
- 6.8 The Improvements and Project Improvements shall be made by Charter School at its sole expense. The District shall have no obligation to provide to Charter School additional funding for the construction of any Improvements, funding to pay or settle outstanding debts and/or liens attaching to the Improvements or Project Improvements such as, but not limited to, mechanic's liens, taxes or assessments, or funding to operate the charter school.
- 6.9 Within 30 days of the completion of work, Charter School shall cause a Notice of Completion to be recorded in the Office of the Recorder of Santa Clara County in accordance with Section 3093 of the Civil Code or any successor statute, and Charter School shall deliver to the District within 30 days of the recordation of the Notice of Completion a reproducible copy of the "as built" drawings, which will be prepared by the architect to include the initial drawings stamped by the California Division of State Architect plus any subsequent field changes, plus any subsequent approvals from the California Division of State Architect, if applicable.
- 6.11 The parties understand that the Premises are owned by the District and therefore are immune to the lien remedies of Civil Code Section 8000 et seq.; the Improvements

and Project Improvements are regarded by the Parties as public improvements. Charter School shall, during the term hereof, keep the Premises free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School, and shall protect, defend, indemnify and hold the District harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement for that period of time equivalent to the statute of limitations applicable to any dispute arising under this Agreement.

6.11.1 Charter School shall remove any such lien or encumbrance by bond or otherwise as soon as reasonably possible after receipt of written notice by the District but in any event Charter School shall commence the necessary action to remove such lien or encumbrance within 30 days of Charter School having knowledge of such lien or encumbrance and diligently prosecute to completion the removal of such lien or encumbrance. If Charter School fails to commence the action as required in the foregoing sentence or the District believes that the removal of such lien or encumbrance is not being prosecuted diligently, the District may provide written notice to Charter School and if Charter School cannot cause the lien or encumbrance to be removed within 30 days its receipt of this second notice: (i) the District may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof; (ii) The amount so paid and the District's actual costs and expenses in handling the matter culminating in the District's payment and release of the lien or encumbrance shall be paid by the Charter School without dispute; and (iii) such lien or encumbrance, regardless of whether it is paid by the District, shall constitute a default under this Agreement (but the remedy for such default shall be solely in damages and such shall not be grounds in itself to terminate this Lease or revoke the Charter School charter). Nothing contained in this Agreement shall authorize Charter School to do any act which shall subject the title to the Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Project Improvements arising in connection with any such work or respecting the Premises not performed by or at the request of the District shall be null and void, or at the District's option shall attach only against Charter School's interest in the Improvements and shall in all respects be subordinate to the title to the Premises held in trust by the District.

7. HAZARDOUS SUBSTANCES

7.1 Charter School shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Premises, including but not limited to, air, soil, and ground water conditions. Charter School

shall not use Hazardous Substances on, under or about the Premises; provided, however, that Charter School may use normal and customary cleaning solutions and office supplies so long as the use of those solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that Charter School may use normal and customary chemicals for classroom use so long as the use of those chemicals are in quantities and in a manner wholly consistent with all applicable school standards. Charter School shall not, nor shall Charter School allow any party to, transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Substance upon or about the Premises in violation of Environmental Laws, nor permit any subtenant, employee, agent, invitees or contractor to engage in such activities in violation of Environmental Laws upon or about the Premises, during the Term of the Agreement. District represents that the Premises are safe for operations as a TK-5 public school, that there are no Hazardous Substances on the Premises, and District shall be responsible for the remediation of any Hazardous Substances that were present at the Premises prior to Charter School's occupancy thereof.

- 7.2 Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance exists prior to construction or has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. District has disclosed in writing, prior to execution of this Lease, the District's knowledge, if any, of any Hazardous Substance that has been released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or otherwise exists on the Premises as of the date of delivery of possession to Charter School. District will promptly notify Charter School in writing if District acquires new notice or knowledge during the term of this Lease that any Hazardous Substance that has been released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or otherwise exists on the Premises. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupation Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 7.4 Charter School shall indemnify, defend, protect, release, save and hold harmless District from and against any and all Claims arising from any breach of Charter School's covenants under this Section, except to the extent caused by the negligence or misconduct of District. District shall indemnify, defend, protect, release, save and hold harmless Charter School from and against any and all Claims arising from any

breach of District's covenants under this Section, except to the extent caused by the negligence or willful misconduct of Charter School.

8. INDEMNIFICATION AND WAIVER

- 8.1 Charter School shall indemnify, defend, protect, and hold harmless the District and its directors, officers, employees and agents ("District Parties") from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Improvements, any violation of any of the requirements, ordinances, statutes, regulations or other laws, including, without limitation, any environmental laws, by Charter School, or any breach of the terms of this Agreement by Charter School either prior to, during, or after the expiration of the Agreement Term; provided that the terms of the foregoing indemnity shall not apply to the negligence or misconduct of the District Parties or the District's breach of any obligation or warranty under this Agreement.
- 8.2 Should the District be named as a defendant in any suit brought against Charter School in connection with or arising out of Charter School's construction of the Improvements or Project Improvements, or its occupancy or use of the Premises and where District has not contributed in any way to the matters at issue in the suit, Charter School shall pay to the District its costs and expenses incurred in such suit, including without limitation, its actual reasonable professional fees such as appraisers', accountants' and attorneys' fees; provided, however, that Charter School shall not be liable for any costs or expenses arising from the District's negligence or misconduct or misconduct of the District Parties or the District's breach of any obligation or warranty under this Agreement.
- 8.3 The District shall indemnify, defend, protect, and hold harmless the Charter School and its directors, officers, employees and agents ("Charter School Parties") from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with any violation of any of the requirements, ordinances, statutes, regulations or other laws, including, without limitation, any environmental laws, by District, or any breach of the terms of this Agreement by District either prior to, during, or after the expiration of the Agreement Term; provided that the terms of the foregoing indemnity shall not apply to the negligence or misconduct of the Charter School or the Charter School's breach of any obligation or warranty under this Agreement.
- 8.4 The provisions of this Article 8 shall survive the expiration or sooner termination of this Agreement.

9. INSURANCE

- 9.1 Charter School, at its sole cost and expense, shall observe and comply with the insurance requirements set forth in **Exhibit A-3**, attached hereto and incorporated

herein by reference.

10. DAMAGE AND DESTRUCTION

- 10.1 Charter School shall promptly notify the District of any damage to the Premises resulting from fire, earthquake or any other casualty. In the case of damage or destruction, regardless of the nature of the casualty, Charter School, at its sole cost and expense (even if repair costs exceed insurance proceeds) shall restore, repair, replace, rebuild, or alter all aspects of the Premises and improvements located thereon to as nearly as possible to their value, condition and character immediately prior to such damage or destruction. The District and the Charter School shall work together as quickly as possible to provide the Charter School with temporary facilities to accommodate the portion of its program displaced by the damage or destruction during the repair.
- 10.2 The District shall not be liable for any inconvenience or annoyance to Charter School or its visitors, or injury to Charter School's business resulting in any way from such damage or the repair thereof; provided, that the foregoing sentence shall not apply to the extent the District's negligence or misconduct is the cause of such damage or destruction. Charter School shall not be entitled to any compensation or damages from the District for loss of use of the whole or any part of the Premises, or Charter School's personal property used or located at the Premises, or for any inconvenience or annoyance occasioned by such damage or destruction; provided, that the foregoing sentence shall not apply to any damage or destruction caused by the negligence or willful misconduct of the District.
- 10.3 All insurance proceeds, from policies obtained and maintained by Charter School, recovered on account of damage or destruction to the Premises (the "Proceeds") shall be applied to the payment of the cost of repairing, restoring, and replacing the Improvements or Project Improvements so damaged or destroyed and for replacing Charter School's personal property damaged or destroyed (the "Reconstruction"). If the Proceeds are insufficient to cover the anticipated cost of Reconstruction, then prior to the commencement of any Reconstruction work Charter School may determine that it will provide funds in the amount of such deficiency ("Charter School's Funds"), or re-scope the repairs so that they can be covered by Proceeds.
- 10.4 If there is destruction of or damage to the Improvements or Project Improvements or any part thereof or the Premises or any part thereof by earthquake, fire or any other cause, and if the reasonably estimated cost to restore and repair the damage is more than 50% of the replacement cost of the entire Premises with Improvements and Project Improvements, and if insurance proceeds are insufficient to pay at least 90% of the reasonably estimated cost of repair and restoration, then by notice in writing to District, Charter School may terminate this Agreement and such termination shall relieve Charter School from any future obligation to pay all fees, premiums, if applicable, charges, Hold Over Rent, if applicable, or other amounts under this Agreement or from any of its other lease obligations under this

Agreement. If Charter School so terminates, it shall pay over to District all Proceeds received as a result of the damage or destruction and assign to District all Proceeds to be so received after payment of the remaining debt owed by Charter School to the State under the CSFP.

11. CONDEMNATION

- 11.1 In the event the Premises is taken by power of eminent domain or condemned by any competent authority for any public or quasi-public purpose, or if the District shall grant a deed or other instrument in lieu of any such taking by eminent domain or condemnation for the Premises (any such events to be referred to herein as a "Full Taking"), this Agreement shall automatically terminate on that date, the Charter School shall be released from any and all payment obligations under Section 5 of this Agreement, and the District will assume complete financial responsibility for the Premises, whichever shall first occur, when: (i) Charter School completely vacates the Premises and such vacation has been mutually agreed upon by Charter School, the District and the condemning authority; or (ii) a court of competent jurisdiction over the condemnation proceeding issues an Order for Prejudgment Possession ("OPP") or similar order granting possession of the Premises to the condemning entity and the condemning entity exercises its right to possession of the Premises; or (iii) If an OPP is not obtained, the condemnation proceeding is concluded.
- 11.2 In the event any portion of the Premises is taken by power of eminent domain or condemned by any competent authority for any public or quasi-public purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner so as to require the use, reconstruction, or remodeling of the Premises, or any portion thereof, or if the District shall grant a deed or other instrument in lieu of any such taking by eminent domain or condemnation for said portion of the Premises (any such events to be referred to herein as a "Partial Taking") the following shall apply:
- 11.2.1 Any fees and other amounts due and owing to the District under this Agreement shall be abated or reduced as a result of any Partial Taking in direct proportion to the square footage taken by the condemning entity. The abatement or reduction shall not apply to: any insurance premiums or other fees, charges or amounts due and owing that do not correspondingly decrease with the reduction in the size of the Premises.
- 11.2.2 If the remaining portion of the Premises is such that Charter School cannot reasonably operate its educational programs, Charter School may terminate this Agreement by providing written notice to the District of its intention to do so. Charter School may exercise this right of termination at any time after the condemning entity has commenced action to acquire a portion of the Premises and up to six (6) months after the occurrence of Section 11.1 or 11.2 above. The District discloses that it is allowing Charter School the

ability to terminate this Agreement for a period of six (6) months after the occurrence of Section 11.1 or 11.2 to allow Charter School to make a good faith effort to adapt its educational programs to the remaining portion of the Premises. Charter School's written notice of termination shall set forth the date when Charter School shall vacate the remaining portion of the Premises. Charter School's notice of termination shall effectuate a termination of any right to redeem provided in this Agreement.

11.2.3 Award and Payments

11.2.3.1 Regardless of whether it is a Full Taking or Partial Taking, the District shall be entitled to receive the entire award or payment in connection with the real property underlying the Premises.

11.2.3.2 The District shall receive the entire award or payment in connection with the Premises except that Charter School shall be entitled to any part of the award explicitly designated to compensate it for the value of its Improvements, including the Project Improvements so that Charter School is able to retire its obligations to the State under the Funding Agreement, to the extent permitted by law.

11.2.3.3 Charter School shall be entitled to any separate award or payment designated by the condemning entity, including, without limitation, for the Full Taking or Partial Taking of Charter School's personal property, interruption to Charter School's business, and relocating expenses, as allowed by law.

11.3 If this Agreement is terminated pursuant to this Section, the District shall immediately provide alternative facilities to the Charter School's program that has been displaced, until such time as the Charter School is able to receive and occupy an alternative facility pursuant to Prop. 39.

12. ASSIGNMENT AND SUBLETTING

12.1 Charter School shall not have the right to assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, permit any assignment, or other transfer of this Agreement or any interest hereunder by operation of law, sublet the Premises or any part thereof, or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Charter School and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"), without first procuring the written consent of the District.

- 12.2 Any Transfer made without the prior written consent of the District shall be null, void and of no effect, and shall constitute a default by Charter School under this Agreement. Any Transferee approved by the District, shall agree at all times to comply with the terms of this Agreement, including, without limitation, the continuous use of the Premises for the purposes set forth in this Agreement. Whether or not the District consents to any proposed Transfer, Charter School shall pay, if applicable, the District's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) actually incurred by the party (which shall include the costs or expenses of the Party's employees performing the review and processing if said party does not retain a third party to do so) within 10 business days of Charter School's receipt of the invoice setting forth the expenses.
- 12.3 Charter School shall have the right, with consent from District, to Transfer to an entity meeting the definition, and performing the functions, of an "entity managing a charter school" set forth in Education Code section 47604.1. Nothing in this provision shall preclude Charter School from forming, and transferring to, a California non-profit public benefit corporation or limited liability company whose sole member is a California non-profit public benefit corporation for the purposes of meeting the eligibility requirements under the Charter School Facility Grant Program, Education Code section 47614.5 ("SB 740".)
- 12.4 The District shall not unreasonably withhold, condition, or delay its consent to any Transfer upon receipt of request from Charter School.

13. NONWAIVER

- 13.1 No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a written instrument signed by a person on behalf of the party waiving the provision. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained.

14. NON-TERMINABILITY

- 14.1 Except as otherwise expressly set forth in this Agreement to the contrary, this Agreement and the rights and obligations of the District or Charter School hereunder shall not be affected by any event or for any reason, including the following: (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting the District, (ii) the exercise of any remedy, including foreclosure, under any mortgage or assignment, (iii) any action with respect to this Agreement (including the disaffirmance hereof) which may be taken by the District, any trustee, receiver or liquidator of the District or any court under the Federal Bankruptcy Code or otherwise, (iv) any interference with Charter School's use of the Premises, provided such interference is not caused

or permitted by the District, or (v) market or economic changes.

15. NO MERGER; OWNERSHIP AND REMOVAL OF PERSONAL PROPERTY

- 15.1 The voluntary or other surrender of this Agreement by Charter School, whether accepted by the District or not, or the mutual termination hereof, shall not work as a merger, and at the option of the District shall operate as an assignment to the District of all sub-Agreements or sub-tenancies affecting the Premises or terminate any or all such sublessees or subtenancies.
- 15.2 Upon the expiration of the Term, or upon any earlier termination of this Agreement, Charter School shall, subject to the provisions of this Article, quit and surrender possession of the Premises to the District in as good order and condition as when Charter School completed the Project Improvements, ordinary wear and tear excepted. Upon such expiration or termination, Charter School shall, without expense to the District, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property (including those items attached to the Premises but can easily be removed and the area of attachment repaired) owned by Charter School. Any fixtures or securely attached items may remain.

16. HOLDING OVER

- 16.1 If Charter School holds over after the expiration of the Term or earlier termination thereof, without the express or implied consent of the District, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case rent for such hold over period shall be 110%, of the then current rent for the Premises (the "Hold Over Rent"). Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Section shall be construed as consent by the District to any holding over by Charter School, and the District expressly reserves the right to require Charter School to surrender possession as provided in this Agreement upon the expiration or other termination of this Agreement. If Charter School fails to surrender the Premises upon the expiration or earlier termination of this Agreement, in addition to any other liabilities to the District accruing therefrom, Charter School shall protect, defend, indemnify and hold the District harmless from all losses, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Charter School or other entity founded upon such failure to surrender and any losses to the District resulting therefrom; provided, that the foregoing indemnification shall not apply to the negligence or willful misconduct of the District.

17. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute a default of this Agreement by Charter School:

- 17.1 Any failure by Charter School to pay any fee, premium, if applicable, charge or other amounts due and owing under this Agreement, or any part thereof, when due unless such failure is cured within ten (10) calendar days after Charter School's receipt of written notice of default from the District; or
- 17.2 Any failure by Charter School to observe or perform any provision, covenant or condition of this Agreement to be observed or performed by Charter School where such failure continues for 30 days after written notice of default from the District to Charter School; provided, that if the nature of such default is that the same cannot reasonably be cured within a 30 day period, Charter School shall not be deemed to be in default if within said 30 day commences such cure and diligently commences and prosecutes to completion such cure; or
- 17.3 To the extent permitted by law, (i) a general assignment by Charter School or any guarantor of this Agreement for the benefit of creditors, (ii) or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, (iii) or the filing by or against Charter School or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Charter School or any guarantor the same is dismissed within 60 days, (iv) or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Charter School or any guarantor, unless possession is restored to Charter School or such guarantor within 60 days, (v) or any execution or other judicially authorized seizure of all or substantially all of Charter School's assets located upon the Premises or of Charter School's interest in this Agreement, unless such seizure is discharged within 60 days; or
- 17.4 The failure by Charter School to maintain a current and active charter following written notice of default and the time provided in Section 17.2 to cure (but not until after exhaustion of all appeals and remedies).

18. REMEDIES UPON DEFAULT

- 18.1 Upon the occurrence of any event of default by Charter School and after the expiration of all notice and cure periods as provided in this Agreement, the District shall have, in addition to any other remedies available to the District at law or in equity, the option to pursue any one or more of the following remedies:
 - 18.1.1 Terminate this Agreement, in which event Charter School shall immediately surrender the Premises to the District, and if Charter School fails to do so, the District may, without prejudice to any other remedy which it may have for possession or arrearages, enter upon and take possession of the Premises and expel or remove Charter School and any other person who may be

occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor.

18.1.2 The District shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available hereinabove, or any law or other provision of this Agreement), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Agreement, or restrain or enjoin a violation or breach of any provision hereof.

19. DISTRICT DEFAULT

If the District defaults on any of its obligations under this Agreement, which is defined as any failure by District to observe or perform any provision, covenant or condition of this Agreement to be observed or performed by District where such failure continues for 30 days after written notice of default from the Charter School to District; provided, that if the nature of such default is that the same cannot reasonably be cured within a 30 day period, District shall not be deemed to be in default if within said 30 day commences such cure and diligently commences and prosecutes to completion such cure.

If District defaults under this Agreement, the Charter School shall have all remedies at law or equity.

20. COVENANT OF QUIET ENJOYMENT

20.1 The District covenants that Charter School shall, during the Term, exclusively, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through the District.

21. COMPLIANCE WITH LAW

21.1 Charter School shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any applicable law, statute, ordinance or other governmental or quasi-governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, but not limited to, (i) any applicable measures promulgated by the Department of State Architect, the Department of Toxic Substance Control, and/or the State Department of Education, if any, (ii) any such measures promulgated under the California Environmental Quality Act ("CEQA") or arising from any CEQA proceedings, and (iii) any such measures which relate to Charter School's use of the Premises as a school or which are applicable to the Premises by reason of Charter School being a charter school.

21.2 The District is not aware of any defect in or condition of the Premises that would

prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Premises during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Premises, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by the Charter School. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards.

22. SIGNAGE

- 22.1 Charter School may install signage at the Site including, but not limited to, one electronic marquee sign at the Charter School's main entrance stating the Charter School name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. All other permanent signage larger than twelve (12) feet by twelve (12) feet must be approved by the District, which approval shall not be unreasonably withheld, conditioned or delayed. At the termination of this Agreement, Charter School shall remove any signs which it has placed on the Site and shall repair any damage caused by the installation or removal of those signs.

23. MISCELLANEOUS PROVISIONS

- 23.1 No Air Rights. No rights to any view or to light or air over any property, whether belonging to the District or any other person, are granted to Charter School by this Agreement.
- 23.2 Modification of Agreement. This Agreement may only be modified or amended by written instrument executed by Charter School and the District.
- 23.3 Time of Essence. Time is of the essence with respect to the performance of every

provision of this Agreement in which time of performance is a factor.

- 23.4 No Warranty. In executing and delivering this Agreement, Charter School has not relied on any representations, warranties or statements of the District which is not set forth herein or in one or more of the exhibits attached hereto.
- 23.5 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement constitutes the parties' entire agreement with respect to the use and occupancy of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by the District to Charter School with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement.
- 23.6 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure; provided, however, that this Force Majeure exception to timely performance shall not apply to any obligations imposed with regard to amounts due under this Agreement to be paid by Charter School. The delay due to Force Majeure will be calculated using historical data for the site location, general area or similar businesses.
- 23.7 Authority. If Charter School is a corporation, trust or partnership, each individual executing this Agreement on behalf of Charter School hereby represents and warrants that Charter School is a duly formed and existing entity qualified to do business in California and that Charter School has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Charter School is authorized to do so. In such event, Charter School shall, within ten (10) days after execution of this Agreement, deliver to the District satisfactory evidence of such authority and, if a corporation, upon demand by the District, also deliver to the District satisfactory evidence of (i) good standing in Charter School's state of incorporation and (ii) qualification to do business in California.
- 23.8 Drug-Free Workplace. Charter School's employees shall comply with the District's policy of maintaining a drug free workplace by enacting its own policy to maintain a drug free workplace. Neither Charter School nor Charter School's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S.C. § 812, including, but not limited to, marijuana, heroin,

cocaine, and amphetamines, at the Site. If Charter School or any employee of Charter School is convicted or pleads nolo contendere to a criminal drug statute violation occurring at the Site, Charter School within five (5) days thereafter shall notify the District. Violation of this provision shall constitute a material breach of this Agreement, but District's remedies for such a violation shall be limited to damages reasonably incurred and shall not result in dispossession of Charter School or termination of this Agreement.

- 23.10 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, email or facsimile transmission, addressed as follows:

District:

Superintendent

[ADD]

Charter School:

[ADD]

Any notice personally given or sent by facsimile transmission or email shall be effective upon confirmation of transmission. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- 22.11 Proposition 39. In consideration of the District entering into this multi-year agreement in full satisfaction of the provisions of Proposition 39, Charter School hereby agrees to waive any further right to petition the District for additional space under Proposition 39 for all school years during which the Charter School occupies the Premises. If this Agreement is terminated, including pursuant to the provisions of Section 10 and Section 11, the District and the Charter School shall work together to provide as quickly as possible the Charter School with alternative, reasonably equivalent facilities to accommodate the Charter School's entire in-District ADA until such time as the Charter School is able to submit a Proposition 39 request for the next cycle, and receive and occupy a District facility pursuant to Proposition 39.

- 23.12 California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County.

23.13 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. The District certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and Charter School, by signing this contract, certifies that Charter School does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>.

Gilroy Unified School District

By: _____

Its: _____

Date: _____

Navigator Schools

By: _____

Its: _____

Date: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF PREMISES

DRAFT

EXHIBIT A-2

MAP OF THE PROJECT IMPROVEMENTS

DRAFT

EXHIBIT A-3

INSURANCE

- A. Throughout the Term of the Agreement, Charter School shall secure and maintain, as a minimum, all of the insurance as set forth below with a joint powers authority or insurance companies acceptable to the District. The District shall be named as an additional insured for all policies maintained by the Charter School.
1. Worker's Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts which may arise from its operations, including Employers Liability limits of \$1,000,000 per accident/\$1,000,000 per policy/\$1,000,000 per employee.
 2. Commercial General Liability coverage of not less than \$2,000,000 for each occurrence. The policy shall be endorsed to name the District and the Board of Education of the Morgan Hill Unified School District as additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no self-insured retention above \$25,000 without approval of the District.
 3. Commercial Auto Liability coverage with limits of \$1,000,000 combined single limit unless Charter School operates bus services for students; provided, that if Charter School is providing any bus services for students, Charter School shall maintain coverage limits not less than \$2,000,000 combined single limit.
 4. Professional Educators Errors and Omissions liability coverage including sexual molestation and abuse coverage (if that coverage is not afforded elsewhere in the CGL or by separate policy) with minimum limits of \$2,000,000 per occurrence.
 5. Insurance covering the loss, damage or destruction of the Premises for 100% of the full replacement cost of the Premises, which shall provide protection against all perils including, but not limited to, fire, extended coverage, vandalism, malicious mischief and causes of loss special form.
1. Nothing in this **Exhibit A-3** shall prohibit Charter School, at its sole cost and expense, from purchasing and maintaining additional insurance coverage for damage or theft to the Premises, personal property, business interruption, employee or student property, for student accident or any other type of insurance coverage not listed above in 1 through 5, inclusive, of Section A.

Elementary School Sites Safety Assessments

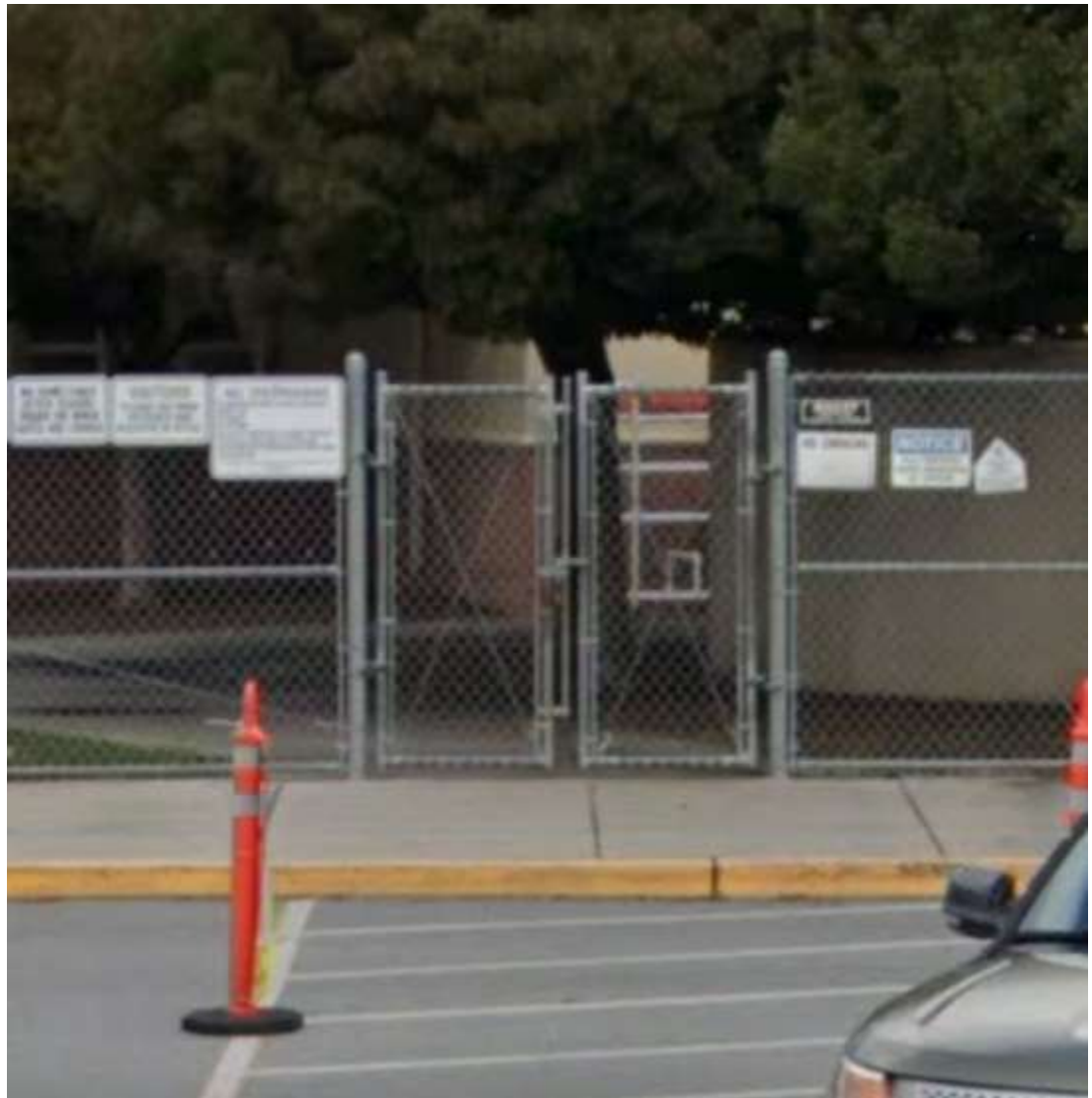
1. Eliot

Eliot School has an accordion ornamental gate at the front entry of the school. The entry accordion gate at the front of the school is locked during the day and does not have a push bar to open it.

- a. I recommend converting the left panel into a push gate. This will create an exit point at the front of the school for staff and students.



- b. The gate on the south end of the playground leading to the front parking lot is a locked gate. I recommend converting this gate to a push gate to allow student and staff to exit the playground in an emergency without having to go back into the school. There is an identical gate opposite this gate on East 7th Street should also be converted to a push gate (I could not get a picture of the gate due to parked school buses in the way on Google Maps).

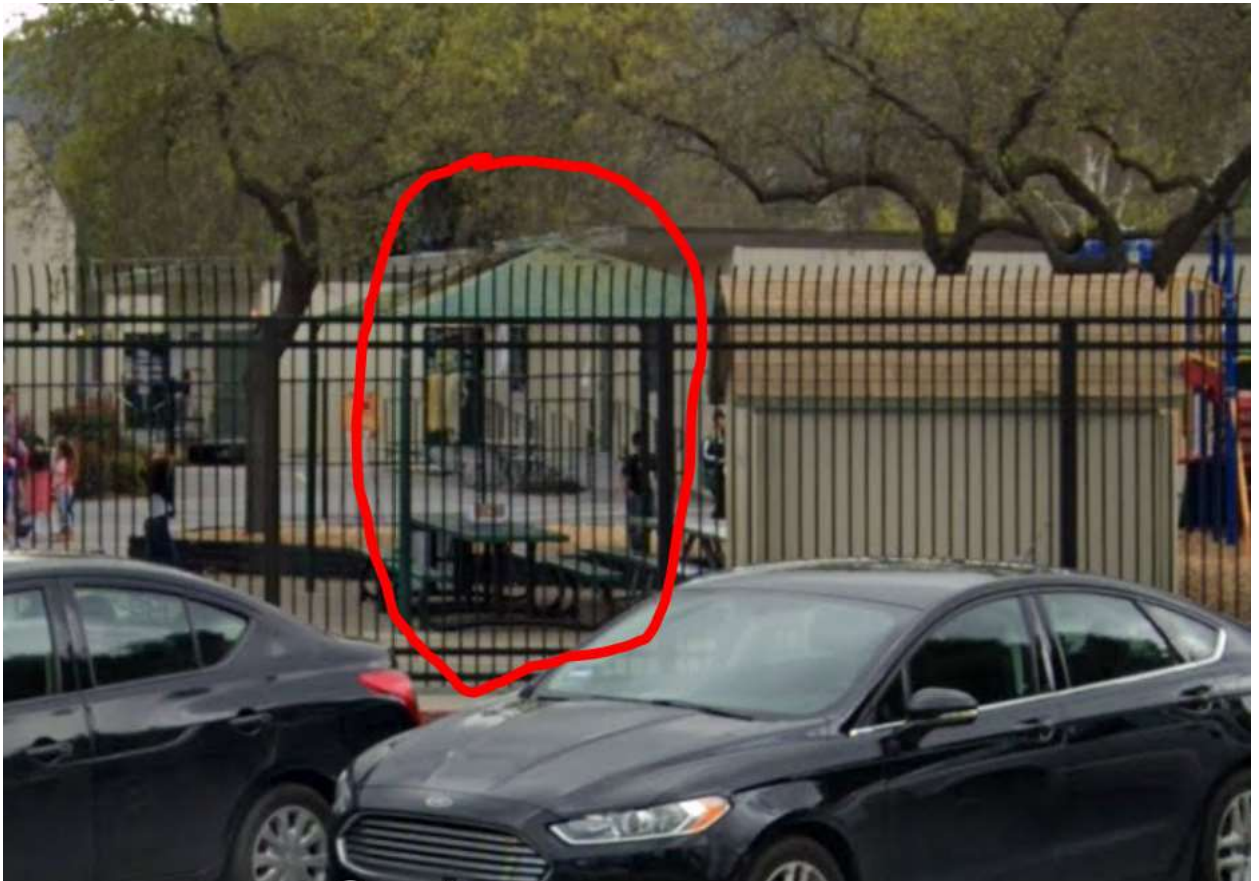


- c. The grass play area does not have any gates on all three sides. I recommend creating a push gate on the Chestnut Street side of the chain link fence half way between Old Gilroy Street and East 7th Street. This will allow students and staff to leave the field area while using the playground as an obstruction.



2. El Roble

El Roble School has push gates throughout the campus. The kindergarten area is only area that does not have any. I recommend installing a push gate in the kinder playground area. This will gate will give the staff and students a safe and fast way off campus unto 3rd Street in the event of an emergency.



3. Glen View

Glen View School has two push gates on West 9th Street. One gate is on the grass area between the preschool parking lot and the school parking lot. The other is in the middle of the parking lot in the grass area between the gym and portables next to the vehicle gates. There is also a push gate on West 8th Street where the ornamental fence meets the cyclone fence at the end of the walkway.

- a. A push gate is needed at the east side of the school at the fence line with Gateway School. Gateway would like access to the playground at Glen View. If they have access to the playground, they would be responsible for the installation of the gate to the playground. We can require them put a push bar on the Glen View side of the gate.

- b. There is a walkway behind the kindergarten classrooms on West 9th Street with a locked gate at the parking lot exit. The classrooms have doors in the classroom that open to this area. I recommend replacing this gate with a push gate or creating an easier way to open this gate. We will need to take the shrubs out and add a cement so that it is flush with the existing walkway outside the fence line.



- c. There is a dirt fenced in area behind the kindergarten wing on Princeville Street with a locked gate. I recommend turning the fence so that it runs from the rear edge of the kinder building to the perimeter fence and replacing the locked gate with a push gate. We will need to add a short cement walkway to the new gate to eliminate the tripping hazard of the soft dirt.



4. Luigi Aprea

Luigi Aprea School has a 6ft high chain link fence at the kindergarten area at the rear of the school on Red Hawk Drive.

Power School is moving into the Champions portable at the rear of the school:

- a. I recommend replacing the chain link fencing with same 8ft ornamental fence that is at the front and side of the school. The new fence will attach to the existing vehicle gate behind the portable. The blue line is where the existing vehicle gate is located. The red line is where the new ornamental fence will replace the chain link fence and abut to the vehicle gate. The red circles are the locations the push gates for the kinder area and ADA ramp will be.



- b. The basketball area is enclosed by chain link fencing with locked gates at three locations, the side of the MPR, the rear of the MPR by the shade structures and next to the city park at the walkway path. I recommend replacing the locked gate at the side of the MPR with a push gate. I also recommend replacing the locked gate leading to the city park.



- c. Students and staff cannot hear announcements either general or emergency in the kindergarten area. Adding a PA speaker to the green area will solve this issue.
- d. The existing camera does not cover the complete kindergarten play area, fence line, or gate. This creates a blind spot and impacts the security of the students. Adding a camera to the red area will resolve this issue.



- e. There are no cameras on the parking lots. Adding cameras at the red circles will give us a view of persons in the parking lot approaching the school.



5. Rod Kelley

Rod Kelley School currently has three push gates approved.

Students and staff cannot hear announcements in the rear playground and the lunch area. The speaker volume facing the basketball courts has been corrected.

- a. Adding speakers to the portable next to the playground facing the playground and the lunch area will resolve this issue.



6. Rucker

Rucker School has existing push gates. Two at the front of the school and one at the rear parking lot.

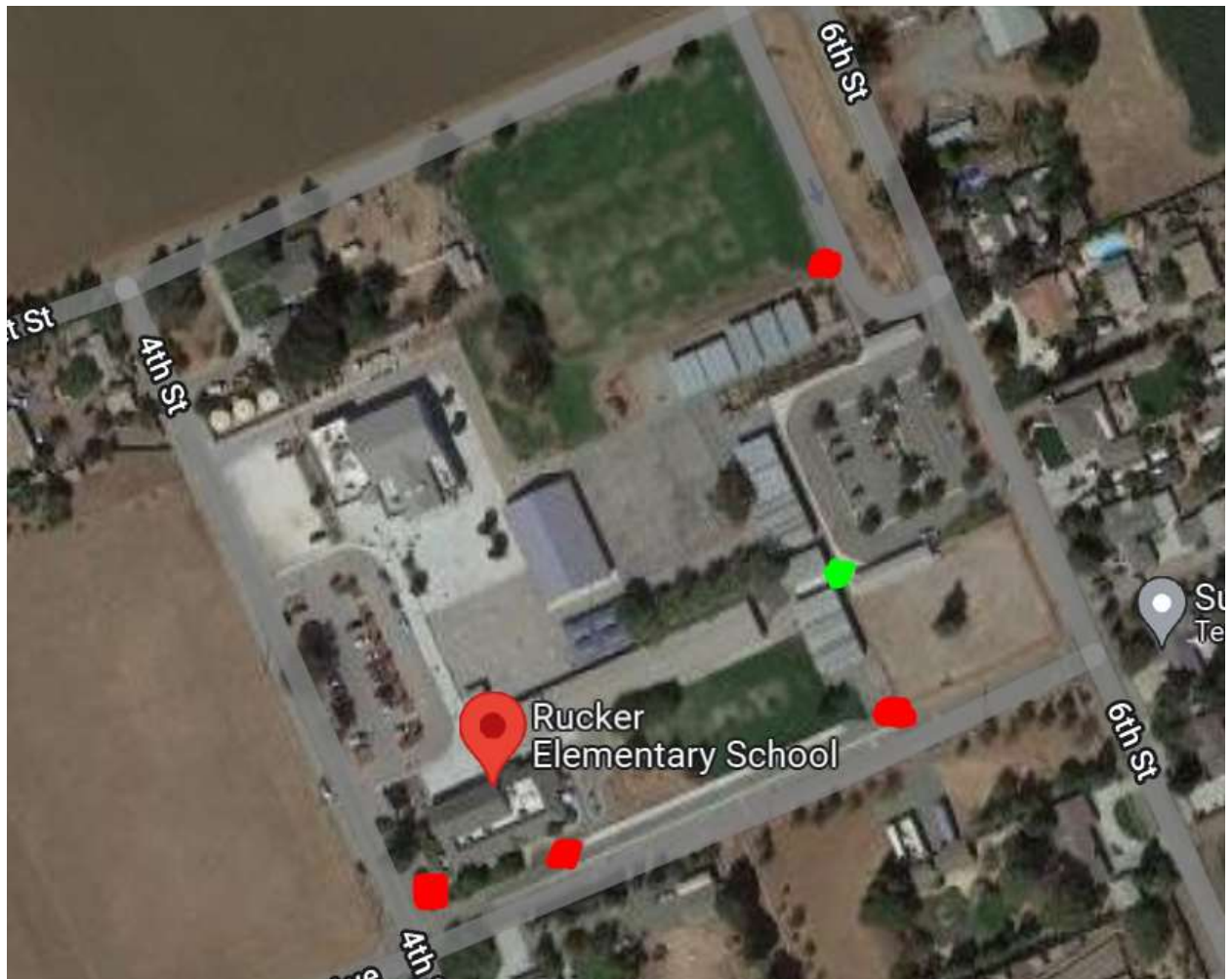
The vehicle gate behind the MPR is left unlocked for delivery and garbage pickup. The gate should be locked at all times. Leaving the gates unlocked gives anyone access to the entire campus whether they are walking or in a vehicle. This is a critical concern. I recommend installing electric gate openers with a coded keypad. This will keep the gates locked without hampering deliveries and garbage pickup.



- a. Yard duty and teachers do not have keys that open the gates. The gates at the red dots should be cross keyed;



- b. The red dots indicate where the push gates will be installed. An exit gate on Santa Clara Avenue and 4th Street should be converted to push gates. A push gate should be installed on the field behind the portables at 6th Street. This will allow students and staff on the field to hide behind the portables in the event of an emergency while leaving campus. The lime green dot is a vehicle gate which is no longer in use. This should be converted to a double push gate.



- c. Principal Jean Wells-Southland wants to add two cameras. One on the southwest corner of the admin building facing the perimeter fence at 4th Street and Santa Clara Ave. This area is very dark at night and additional lighting is also necessary at this location. The second camera would be at the Power School portable facing the field and rear perimeter fencing.



7. Las Animas

Las Animas School does not have any push gates making it difficult to leave campus in an emergency. This is a major concern.

- a. Principal Velia Codiga would like to convert gates 1 and 2 in the front of the school to push gates.



b. Convert gate 8 on Charles Lux Drive to a push gate.



- c. Install a push gate on the ornamental fence along Luchessa Avenue east of the vehicle gate at the basketball court.



- d. Convert Gates 6 and 7 on Greenfield Drive to push gates.



- e. Convert a locked chain link gate in the kinder area into a push gate.



- f. Install a locking doorknob to the roof access in room 201.
- g. Install a chain link fence at the west and east end of portable 1 and 2 to prevent students from going to the rear of the portables where there is no supervision.
- h. Add three cameras to the fifth grade building. One overlooking the fence line along Luchessa Avenue and the push gate. One on each floor looking down the corridor.

- i. Principal Codiga wants to add a camera at the portable facing the corridor entering the MPR west of the stage due to vandalism.

