PAGE #

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### FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District 7810 Arroyo Circle, Gilroy, CA 95020 and via Zoom teleconference 9 a.m. Friday, Feb. 3, 2023

1.

ITEM

A. Approval of minutes: Jan. 13, 2023

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Flint time extension	South Valley MS	Flint	\$525,925	Measure E	6
B. Kinder play yard request	Luigi ES	SPEC	\$14,185.40	LAPC	9
C. Solar project IOR services	Multiple sites	Jerome Zalinski	\$46,500	General Fund	26
D. Permission to use Rod Kelley as re-unification site	SCCOE SCA	SCCOE	N/A	N/A	N/A
E. Request to solicit bids for gate project	Multiple sites	TBD	TBD	General Fund	41

### 3. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A."Bass Rule" resolution	District-wide	N/A	N/A	N/A	43
B. Update on Power School Facilities proposal INFORMATION ONLY	N/A	N/A	N/A	N/A	N/A
C. City of Gilroy: Grant for 10 <sup>th</sup> Street Bridge	N/A	N/A	N/A	N/A	44

### 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			

### UPDATED: 2:30 P.M. 2/1/23

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, MARCH 3, 2023



## FACILITIES SUBCOMMITTEE MEETING MINUTES

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

## PRESENT

Deborah Flores Mark Good Alvaro Meza

Paul Nadeau Anna O'Connor Linda Piceno Aurelio Rodriguez Marissa Van Patten

### CALL TO ORDER: 9:02 a.m.

4	
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ITEM

A. Approval of minutes: Dec. 9, 2022

### MINUTES

- Dr. Flores made the motion to approve. Linda seconded.
- All approved.

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Our City Forest installation dates and details	Multiple sites	Our City Forest	N/A	N/A

### MINUTES

- Our City Forest brings trees to public and private properties. The agency conducted an assessment of existing trees and makes recommendations for new trees.
- The agency will plant dozens of trees at Solorsano MS. Volunteers from the community will help.
- GUSD is responsible for irrigating the new trees.
- The attached report lists the sites that qualify for trees under the agency's program. Some sites didn't qualify for the free trees but the agency can make recommendations for what trees would best suit the sites; the district would be responsible for buying those trees but the agency would plant them for free.
- Next steps: The committee approves this to move forward with the proposed sites.

B. Athletic needs from P.E.	Brownell MS	N/A	N/A	N/A
Department				

MINUTES

- The P.E. department requests additional storage.
- The department was given a dedicated storage as part of the modernization project. Paul checked the room and he estimates it is about 50% empty.

- The request also includes backstop and base plugs for softball and baseball.
- Dr. Flores says the committee should consider that if a softball field is put into one school, the district will have to consider fields for the other middle schools. Ask for regulations for softball fields.
- Next steps: The committee needs more information about these requests. Matt and Paul will meet with Principal Nebesnick and Brownell P.E. department to discuss request rationale.

	3 N/A	Colbi Technologies	\$15,500 / \$10,000	RRM / Measure (50/50)
The \$10k     construct	amount is for the board-app K is for a renewal of this CUI ion services. ps: The \$10K contract renew	PCCA services, which pro	vides pre-qualific	ation software for
D. DSA oversite for Presc Project	hool Farrell Avenue	DSA	\$19,350	Measure E
Next step	osed construction is \$1.5M. s: This will go to the board	for approval.		Measure E
E. Moving Services	South Valley MS	Hollister Moving and Storage	\$22,121.25	
	abatement and eventual de contingency and moving we	eight equipment back to the	e new campus. A	separate quote will
<ul><li>This move</li><li>Next step</li></ul>	e will be during February br s: The committee approves bout the return of the weigh	this to go to the board. M	elissa will work w	
<ul><li>This move</li><li>Next step</li></ul>	e will be during February br s: The committee approves	eak. this to go to the board. M at equipment in the propos	elissa will work w	

G. Transportation Building / Operations	MOTS	N/A	N/A	N/A
MINUTES				

- Update on what to with the transportation building. The current building is not structurally sound.
- Potential solution: Migrate dispatch office to parked portables and rental portable restrooms. Committee recommends exploring this temporary.
- Next steps: Paul will bring updated proposal to committee.

### 3. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE			
<ul> <li>A. Lighting walkway between</li> <li>Rod Kelley ES and Mt.</li> <li>Madonna HS</li> <li>INFORMATION ONLY</li> </ul>	Rod Kelley ES, Mt. Madonna HS	N/A	N/A	N/A			
<ul> <li>two schools. She req</li> <li>Mt. Madonna HS and</li> <li>Solar panels and ligh the walkway.</li> <li>Next steps: The com</li> </ul>	<ul> <li>Gilroy resident reached out to Trustee Piceno about her concerns with the walkway between these two schools. She requested solar lighting in this area.</li> <li>Mt. Madonna HS and adult ed students use the area during after the sun goes down as well.</li> <li>Solar panels and lights are going in close to the Rod Kelley ES buildings, which will light a big part of the walkway.</li> <li>Next steps: The committee recommends installing stand-alone lights along the rest of the walkway a a first measure. Work with ABM to see about installing conduit and potential lights in case needed in</li> </ul>						
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			
<ul> <li>The big ask in the ag annual \$130K rental</li> </ul>	ot for a 30-year lease for reement is to have all fee.	deferred maintenance					

• Alvaro recommends considering shorter lease term and to get a better assessment of how much the true annual cost of deferred maintenance. Mark recommends considering annual inspections and comparing the agreement with the county for the former ADB site.

## 4. SAFETY/SECURITY (AURELIO RODRIGUEZ)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
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
<ul> <li>December FSC me should be installed.</li> <li>Aurelio and site prin toured the sites.</li> <li>Measures to prever installed at the push fence perimeters; a</li> <li>The estimated costs until bids are collect</li> <li>Some sites also new</li> <li>Next steps: The cord</li> </ul>	In updated report from h eting. The updated report incipals walked through int accidental, non-emer in gates and adjacent pa larms that are triggered s will be in the hundred ted. This project will go ed additional P.A. equip mmittee recommends m rolved in getting equipm	ort provides recomme the sites first and a gr gency openings of ga anels to prevent opening when the doors are of s of thousands of doll through the formal bi opent in areas, includ hoving forward with th	endations of wher roup of committer ites: Mesh and sl ing the gates fror opened. ars; more exact of d process. ling Luigi ES.	e push gates e members has at boards will be n the outside the costs are unknown

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

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Emergency generator INFORMATION ONLY	District Office	N/A	N/A	N/A
<ul> <li>(after about 25 minu</li> <li>Maribel suggests a outage. Matt recom rented generator.</li> <li>Next steps: Maribel</li> </ul>	oses power, internet an utes). generator for the distric mends an on-site gener and Matt will work with A proposal will be prese	t office server room to ator for immediate po ABM, which is doing a	keep connectivit wer loss or a swi an energy audit o	y in case of a future tch to connect to a f the district, for

### SOUTH VALLEY MS

• Dr. Flores will be touring South Valley MS at 7 a.m. Friday, Jan. 20. She extended an invitation to committee members.

ADJOURNED: 11:41 a.m.

NEXT MEETING: 9 A.M. FRIDAY, FEB. 3, 2023

# **IMPACT NOTICE**

2078. - South Valley Middle School Campus Replacement

1



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Page 1 of 2

DATE: 1/19/2023 IMPACT NOTICE #:

To:	Paul Nadeau	From:	Dan Bright
	Gilroy Unified School District		Flint Design Build LLC dba FLINT
	7810 Arroyo Circle		401 Derek Place
	Gilroy, CA 95020		Roseville, CA 95678
Phone:		Phone:	916.757.1000
Email:	paul.nadeau@gilroyunified.org	Email:	dbright@flintbuilders.com
CC:			

## South Valley Middle School – Phase 2 Time Extension

FLINT is requesting an extension on our Phase 2 & 3 completion dates for the South Valley Middle School Project. This is based on Increments 1 (Site) and Increments 3 &4 (Administration & Gymnasium) being delayed by the untimely review and approvals by DSA, which directly contributed to the delayed completion of the Structural Steel Shop Drawings.

Please note the following Bid vs. Actual Dates: -<u>Bid Schedule completion - August 15th, 2023</u> -<u>Current Schedule Completion - November 8th, 2023</u>

This new date for substantial completion accounts for 60 working days or 12 weeks of additional construction duration.

With the currently applicable General conditions and added builder's risk insurance we are showing a combined total for this time extension of **\$525,925.00**, this includes:

-\$349K of fixed costs for General Conditions, General Trades BP 2 & Added Insurance.

In addition to that we would like to set aside the following allowances to draw from:

-\$60K for protection of finishes when scheduling work out of sequence and for the overlapping of scheduled activities and additional move-ins by building trades.

-\$100K for the costs to expedite the increment one work as this work will now be stacked alongside the building activities.

-\$10k for the Interim housing shift/premium time work as we had initially planned to complete this work during the summer period.

Please reference the attached cost summary for a more comprehensive breakdown of the associated costs.

This document shall serve as notice to the Owner as required by the Contract Documents, specifically including the General Conditions as well as any other notification requirements in the Contract Documents.

# **IMPACT NOTICE**



2078. - South Valley Middle School Campus Replacement

1

Page 2 of 2

DATE: 1/19/2023 IMPACT NOTICE #:

We will put together a new schedule with revised logic to attempt to recover as much time as possible without asking individual subcontractors to accelerate their schedule durations. It is our goal to try and complete portions of the site as close to the original turnover date as possible and should other opportunities present themselves, FLINT will make a concerted effort to improve on these new turnover dates for the remaining phases. If we are successful in bringing back the schedule and completion date, we will return any unearned GCs that are claimed within this time extension.

FLINT Representative

Daniel Bright / Project Manager / 1-19-2023

Name / Title / Date

Owner Representative (GUSD)

Name / Title / Date

This document shall serve as notice to the Owner as required by the Contract Documents, specifically including the General Conditions as well as any other notification requirements in the Contract Documents.

Project ManagerProject SuperintendentAssistant Project ManagerGeneral Superintendent and QA/QCSafety ManagerSafety ManagerSchedulerContracts/Accounting 1/2 TimeSafety / First AidFire ExtinguishersSanitary FacilitiesJob SignPhotographsPhotographsFed Ex ChargesOffice Supplies for TrailerContract DocumentsPPC Computers & SoftwareOffice Furnishings for TrailerCopier / fax / scan machineCopier / fax / scan machineGeneral Trades BP 2QuaErosion control maintenance, 1/2 man-day per weekAssistant Project SuperintendentSelf-perform field engineerGeneral trade labor, including clean-up, safety, etc.General trade labor, including clean-up, safety, etc.General contractor modular office, completeDistrict / IOR modular office, completeDistrict / IOR modular office(s)Storage containers	antity 3 3 3 3 3 3 3 3 3 3 3 3 3	MO MO MO MO MO MO MO MO MO MO MO MO MO M	\$21,000.00 \$21,000.00 \$15,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$10,000.00 \$400.00 \$2,000.00 \$2,000.00 \$200.00 \$200.00 \$500.00 \$500.00 \$3,000.00 \$3,000.00 \$1,000.00 \$18,500.00 \$18,500.00 \$18,500.00 \$18,500.00 \$18,000.00 \$26,000.00	\$1,200 \$1,500 \$6,000 \$1,500 \$1,500 \$9,000 \$9,000 \$3,000 Estimate \$55,500 \$54,000
Assistant Project Manager       General Superintendent and QA/QC         Safety Manager       Safety Manager         Scheduler       Contracts/Accounting 1/2 Time         Safety / First Aid       Fire Extinguishers         Sanitary Facilities       Job Sign         Photographs       Fed Ex Charges         Office Supplies for Trailer       Contract Documents         PC Computers & Software       Office Furnishings for Trailer         Phone System Rental       Copier / fax / scan machine         General Trades BP 2       Qua         Erosion control maintenance, 1/2 man-day per week       Assistant Project Superintendent         Self-perform field engineer       General trade labor, including clean-up, safety, etc.         General equipment rental, forklifts, etc.       Allowance for signage, barricades, site protection, etc.         Temporary surveillance cameras, pole mounted, full duration       Temporary fencing         General contractor modular office, complete       District / IOR modular office(s)	3 3 3 3 3 3 3 3 3 3 3 3 3 3	MO MO MO MO MO MO MO MO MO MO MO MO MO M	\$15,500.00 \$2,500.00 \$2,500.00 \$10,000.00 \$400.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$200.00 \$4400.00 \$500.00 \$200.00 \$3,000.00 \$3,000.00 \$1,000.00 \$11,000.00 \$18,500.00 \$18,500.00 \$18,500.00	\$7,500 \$1,200 \$1,500 \$6,000 \$1,500 \$1,500 \$9,000 \$9,000 \$3,000 Estimate \$55,500 \$54,000
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Fire Extinguishers       Image: Second Straight Strai	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	MO MO MO MO MO MO MO MO MO MO Unit Unit Unit	\$500.00 \$2,000.00 \$200.00 \$500.00 \$500.00 \$200.00 \$3,000.00 \$3,000.00 \$500.00 \$3,000.00 \$1,000.00 \$1,000.00 \$18,500.00 \$18,500.00 \$18,500.00	\$1,500 \$6,000 \$1,500 \$1,500 \$9,000 \$3,000 Estimate \$55,500 \$54,000
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Office Supplies for Trailer       Image: Contract Documents         PC Computers & Software       Image: Contract Documents         Office Furnishings for Trailer       Image: Contract Documents         Phone System Rental       Image: Contract Documents         Copier / fax / scan machine       Image: Contract Documents         General Trades BP 2       Qua         Erosion control maintenance, 1/2 man-day per week       Image: Contract Document         Assistant Project Superintendent       Image: Contract Document         Self-perform field engineer       Image: Contract Document         General trade labor, including clean-up, safety, etc.       Image: Contract Document         Allowance for signage, barricades, site protection, etc.       Image: Contract Document         Temporary surveillance cameras, pole mounted, full duration       Image: Contract Document         Temporary fencing       Image: Contract Document       Image: Contract Document         District / IOR modular office, complete       Image: Containers       Image: Containers	3 3 3 3 3 3 antity 3 3 3 3 3 1.5	MO MO MO MO MO MO Unit Unit	\$500.00 \$200.00 \$3,000.00 \$500.00 \$800.00 \$1,000.00 Unit Cost Unit Cost \$2,500.00 \$18,500.00 \$18,000.00	\$9,000 \$3,000 Estimate \$55,500 \$54,000
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Office Furnishings for TrailerImage: Second Stress Str	3 3 3 antity 3 3 3 3 1.5	MO MO MO Unit mths mth mth mth	\$500.00 \$800.00 \$1,000.00 Unit Cost \$2,500.00 \$18,500.00 \$18,000.00	\$3,000 Estimate \$55,500 \$54,000
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District / IOR modular office(s) Storage containers	4,200	lf	\$20.00	
Storage containers	26	mths	\$3,500.00	
	3	mths	\$2,000.00	\$6,000
Tomporany site power installation and distribution	3	mths	\$500.00	
Temporary site power installation and distribution 87	72,800	sf	\$0.11	
Trash container / dumpster rental	1	ls	\$24,000.00	
Other Costs: Qua	antity	Unit	Unit Cost	Estimate
Added Insurance	-	mnths	\$ 12,821.73	
Interior Glass Matt (in lieu of Gyp)	1		\$ 7,260.00	
Protection of finishes & Addt'l winterization costs	1	LS	\$ 60,000.00	
Temp Housing shift work contingency/allowance		LS	\$ 10,000.00	
Schedule Allowance - OT & Weekend Work	1		\$ 100,000.00	



#### Approval for

3 messages

#### Nicole Black <nicole.black@gilroyunified.org>

To: Alvaro Meza <alvaro.meza@gilroyunified.org>, Paul Nadeau <paul.nadeau@gilroyunified.org>, Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

Hi Team,

The TK and Kinder Department would like some additional gross motor skill items added to the Kinder play structure. The Design summary is attached. Please see our proposal below. We play LAPC Request Form is also included in this email.

LAPC Request Form

Amount Requested from LAPC: \$15,010

(Includes \$400 "cushion" in case extra freight and install fees are needed)

Funding Request Detail: Please see the email estimate (forwarded from Marissa VanPatten) for the TK/Kindergarten playground. This would add desperately needed balance feat mounted on a concrete pad, but the Discovery Station itself will be moveable to a new location/concrete pad if needed in future years.

How will the students benefit from this purchase or program? Our playground often has 100-150 students on it at one time. There is simply not enough for them to do! Additionally

#### Information from SPEC:

The breakdown below is for just the straight balance beam, fixed step pods and fixed bench like pad features in the wood chip area, and then the free standing Market Discovery Station without

Upgrades/additions to the quote below would be approximately:

- 1) Concrete pad and flush mount attachments for the Discovery station \$575 (highly recommended to keep the structure of the unit solid)
- 2) Change the straight balance beam to the "S" shape \$125 more.
- 3) Change the step spot pods to the hop spot pods (bouncy) type \$185 more per unit, can mix and match
- 4) Change the Dynamic Pad to the Dynamic Surfer (on springs) is \$877 more.



#### 1/18/23, 5:13 PM

#### Gilroy Unified School District Mail - Approval for

The design has a straight balance beam, however the "S" beam would also fit. Price difference between the two beams would be \$125 (more the "S"). Additionally, if more pod steppers are de more equipment was desired, it could likely be worked into the space.

The Market Discovery Station can go anywhere outside of a use zone and would not require any fall surfacing.

Below is the pricing for the attached design, assuming the use of the Sourcewell Contract:

- Equipment per design#137-161408-1: \$6,945
- Equipment discount per Sourcewell: -\$486.15
- Estimated Tax (9.125%) \$589.37
- Estimated Freight: \$900
- Estimated Installation w/ PW: \$3,650

#### Estimated Total: \$11,598.22

Lead time would be estimated at 6 weeks (likely less).

Please let me know if you have any questions and I'll do my best to help.

Thank you!

Chris Olsen, CPSI, Senior Project Manager

650.769.0775 Mobile

800.475.1071 Office

c.olsen@specplay.com

CSLB# 1050307

DIR# 1000064237





Ms. Black Principal Luigi Aprea Elementary 9225 Calle Del Rey Gilroy, CA 95020 P: (669) 205-4600 F: (408) 847-8569



## Luigi Aprea Kinder Balance and Imaginative Play.pdf 3498K

Alvaro Meza <alvaro.meza@gilroyunified.org> To: Paul Nadeau <paul.nadeau@gilroyunified.org>, Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

Please plan on bringing this to our next FSC meeting. [Quoted text hidden]

☐ Luigi Aprea Kinder Balance and Imaginative Play.pdf 3498K

Marissa Van Patten <marissa.vanpatten@gilroyunified.org> To: Alvaro Meza <alvaro.meza@gilroyunified.org> Cc: Paul Nadeau <paul.nadeau@gilroyunified.org>

You got it! [Quoted text hidden]

Marissa Van Patten Project Manager, Facilities

Gilroy Unified School District 220 Swanston Ln. Gilroy, CA 95020 (408) 612-2720 marissa.vanpatten@gilroyunified.org



Tue, Jan 17, 2023 at 12:18 PM

Tue, Jan 17, 2023 at 12:21 PM



## Luigi Aprea TK/Kinder Playground Request

Request Date: January 17, 2023

Luigi Aprea Elementary School is requesting approval of new balance features and a standalone Market Discovery Station to be added to the existing playground used by the TK and kindergarten classes. If approved, the school would seek funding in the amount of \$14,185.40 for these improvements from the Luigi Aprea Parent Club. Installation would be overseen by the Facilities Department and would not require DSA approval. The material manufacturer is Burke and the installation vendor would be Playgrounds Unlimited, the same team that completed the new upper grade playground at Luigi and several past projects for GUSD. The additional play features will fit within the existing playground area and the existing tanbark provides the required fall protection for the balance elements.

The existing playground is approximately 25 years old and currently used by 5 kindergarten, 2 TK classes and 1 SDC class, up from only 4 kindergarten classes last year. The playground does not currently provide sufficient play features to accommodate the 100-150 students using it during each recess period. The current play structure does not include any balance apparatuses, which are critical for development of gross motor skills at the TK/Kinder age level. The proposed balance beam and step pods would provide that skill development. The Market Discovery Station would provide a location for imaginative and creative play, also not currently offered by the existing play structure. The Market Discovery Station would be surface mounted to a new concrete foundation in the open dirt area between the existing playground and the perimeter fence.

Proposed additions include:

- 1) A single height "S" shaped balance beam
- 2) 3 fixed step spot pods
- 3) 3 dynamic hop spot pods
- 4) 1 dynamic surfer pad
- 5) 1 marketplace discovery station with concrete foundation pad.

If approved, Principal Nicole Black will present to LAPC for funding approval. LAPC has confirmed that they have sufficient funding to pay for this project. With funding approval the lead time for materials is approximately 4-6 weeks and installation is approximately 1 week. Installation will be scheduled at a time convenient for the school to have a portion of the playground closed.



### Existing TK/Kinder playground

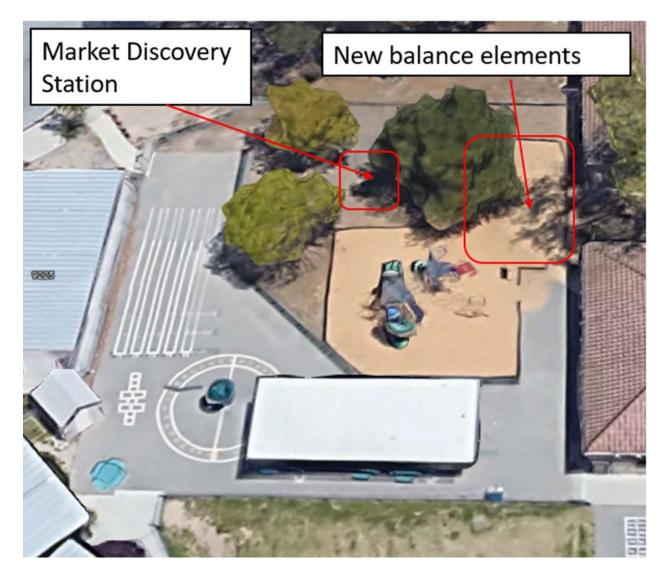


Existing empty woodchip area where new balance elements would be placed:





General locations of new playground elements:



## DESIGN SUMMARY

Specified Play Equipment Company is very pleased to present this proposal for consideration for the Luigi Aprea Kinder located in Gilroy. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Gilroy USD. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Luigi Aprea Kinder
- Project Number: 137-161408-1
- User Capacity: 22
- Age Groups: Ages 2-5 years
- Dimensions: 29' 8" x 27' 0"
- Designer Name: Pa Der Vang

Specified Play Equipment Company has developed a custom playground configuration based on the requirements as they have been presented for the Luigi Aprea Kinder playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 137-161408-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

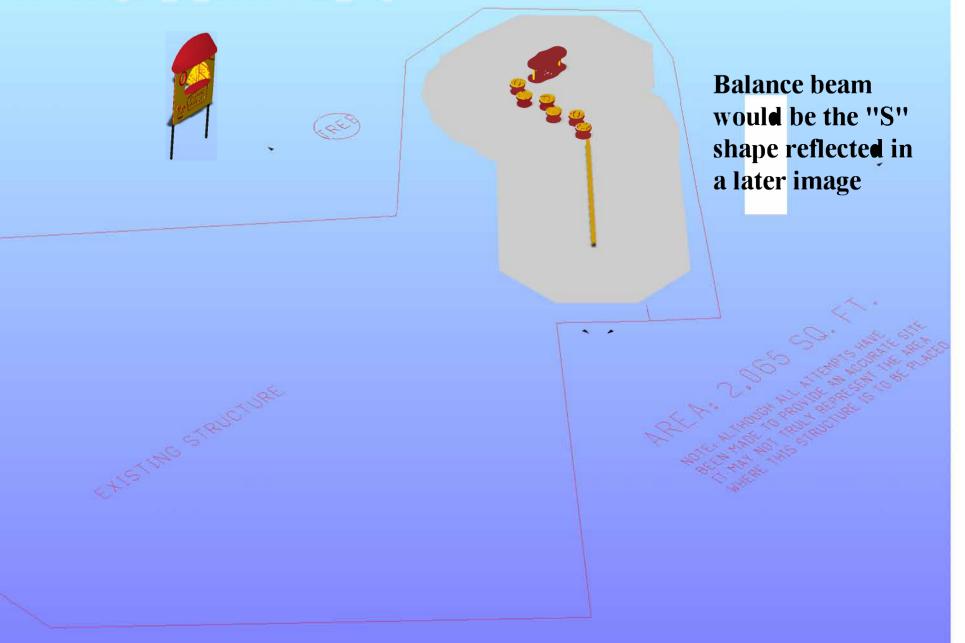
We invite you to review this proposal for the Luigi Aprea Kinder playground project and to contact us with any questions that you may have.

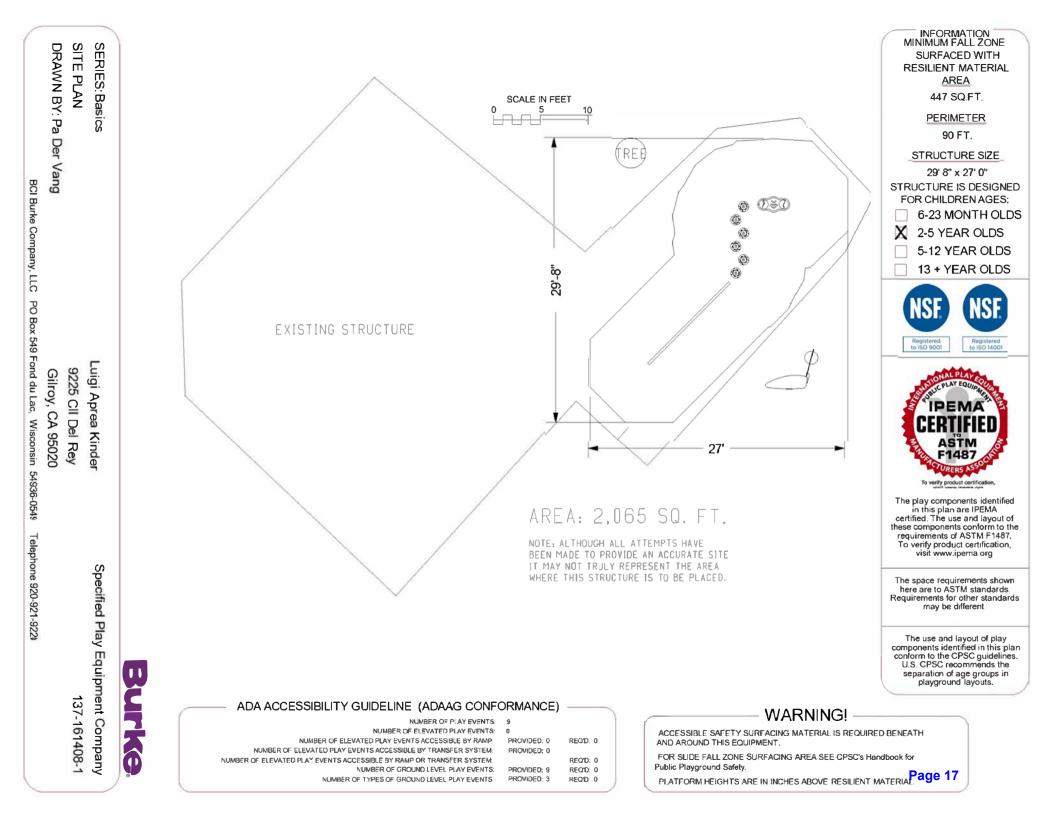
Thank you in advance for giving us the opportunity to make this project a success.



Proposal # 137-161408-1 Luigi Aprea Kinder Specified Play Equipment Company







## Burke DISCOVERY STATIONS

## PLAY THAT MOVES YOU.

Imaginative and creative play are critical to child development. Between the ages of two and five, kids begin to relate their pretend and fantasy play to real-life experiences and use props and language to enhance their play. Packed with play value, the Discovery Stations facilitate this important type of play by offering a place for children to create their own roles and fantasies in a real-life setting complete with realistic details, games and space for everyone to engage.





BCIBURKE.COM



800.266.1250

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## Burke DISCOVERY STATIONS

### FEATURES & BENEFITS

- Creative and imaginative play are paramount with each of the Discovery Stations! These types of play are critical and teach children important skills such as cooperation, creative problem solving and empathy.
- Between the ages of two and five, kids begin to relate their pretend play to real-life experiences. Burke's three Discovery Stations, Doctor's Office, Fire House and Market, are all common places in a child's life and often appear in children's books or television programs so they can begin to understand and act out these scenarios in their unique, creative way.
- A variety of games, maneuverable objects and pretend play enhancements are inside each of the Discovery Stations to help inspire imagination and bring play to life.
- Available in all of Burke's exciting color combinations, the Discovery Stations are fun, colorful spaces designed especially for children ages 2-5!
- Burke Built® and backed by Burke's Generations Warranty® with a 15-year limited warranty on HDPE and a 3-year limited warranty on moving parts.

### DEVELOPMENTAL BENEFITS

Sensory: Visual, Tactile

Cognitive Skills: Problem Solving, Cognitive Planning, Creativity Social/Emotional Skills: Cooperative Play, Imaginative Play, Self-expression



Fire House Discovery Station™



Doctor's Office Discovery Station™







Market Discovery Station™



BCIBURKE.COM



800.266.1250

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This is the "S" balance beam that would be installed at Luigi



### Page 22

## BURKE GENERATIONS WARRANTY®

### The Longest and Strongest warranty in the industry

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

## We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

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

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

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

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

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

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

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

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

### Terms of Sale

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

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

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

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

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

Burke

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

01/2022





## Specified Play Equipment Co. 121 #1 Industrial Road Belmont, CA 94002 800.475.1071 www.specplay.com



ADDRESS	SHIP TO	Estimate 2684
Paul Nadeau	Paul Nadeau	
Gilroy Unified School District	Gilroy Unified School District	DATE 01/23/2023
7810 Arroyo Circle,	7810 Arroyo Circle,	
Gilroy, CA 95020	Gilroy, CA 95020	EXPIRATION DATE 03/31/2023
TRACKING NO.	CSLB# 1050307	DIR# 1000064237
Luigi Aprea Kinder	GUSD ID# 141060	Burke Sourcewell Contract#01052

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Market Discovery Station #580-1365	1	3,686.00	3,686.00T
<b>BCI Burke Equipment</b> S-Balance Beam #590-0392	1	742.00	742.00T
BCI Burke Equipment Step Spot Pods #560-0453	3	353.00	1,059.00T
<b>BCI Burke Equipment</b> Hop Spot Pods #560-0448	3	544.00	1,632.00T
BCI Burke Equipment Dynamic Surfer #570-0770	1	1,657.00	1,657.00T
<b>Material</b> (OPEN MARKET) Surface Mount Plate for Market Discovery Station	1	175.00	175.00T
Material Sourcewell contract discount			-614.32T
Installation Service Supply and Installation of equipment over soils, through EWF to be pushed back and re-installed. To include surface mount foundation for Discovery Station. Spoils removed from site. Prevailing wages applied.	1	3,990.00	3,990.00
Freight Freight and packaging	1	1,098.00	1,098.00

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

ACTIVITY	QTY	RATE	AMOUNT
PLESE NOTE: Prevailing wages applied Offload of equipment by GUSD district. PGU to pick up equipment at GUSD corp yard. Additional wood fiber (if needed) by GUSD or SPEC via Change Order. Lead time estimated at 5-6 weeks	un -		AWOUNT
ACCEPTANCE By signing below, you acknowledge and to our estimate, contract, exclusions, conditions, paymer Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specir scope; no other work should be assumed unless specific noted in the text of the above line items. TERMS: Client must pay 50% of the equipment listed in Estimate amount within 5 calendar days of invoicing. Client must pay remaining balance of all equipment on or befor delivery. Client must pay the balance of the entire Estima and/or CO within 30 calendar days of notice by SPEC th Project is Complete. Failure to pay any amount when due shall cause interest begin to accrue at 12% per annum on the entire unpaid a of the Agreement. Any late payment will cause Client be responsible for a 2% late fee on any late payment. Any by SPEC to enforce collection of Agreement amount ow Client must pay all attorney fees and costs.	the ent re its ate at to amount eing action		13,424.68 760.72
	TOTAL	\$	14,185.40

Accepted By

Accepted Date

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

**2c** 

## GILROY UNIFIED SCHOOL DISTRICT Gilroy, California

### Agreement for Professional Services

This Agreement ("Agreement") is entered into by and between the GILROY UNIFIED SCHOOL DISTRICT (the "District") and **Jerome Zalinski** ("Contractor"). The District and Contractor are the "Parties" and each, a "Party."

### RECITALS

Whereas, the District is authorized by Section 20111 of the California Public Contract Code to contract for the furnishing of non-construction services, if the contract amount is no greater than the statutory limit, which is annually adjusted and is \$109,300 during 2023; and

Whereas, the District requires an Construction professional to render construction Services described below; and

Whereas, Contractor represents that it is specially trained, licensed, experienced and competent in performing, and is willing and able to perform, the Services required by the District.

Now, therefore, for good and valuable consideration, and pursuant to the terms and conditions of this Agreement, the Parties agree as follows:

1. **Services.** The Contractor agrees to perform those services described in the Proposal dated January 30, 2023, (the "Proposal") is incorporated herein by reference; provided, however, that to the extent any services, terms or provisions of the Proposal conflict with this Agreement or Exhibit A the terms of Exhibit A shall govern first, then the terms of this Agreement, then the Proposal. The Services include meetings with District staff and review of previous technical documentation. If engineering services are rendered hereunder, the services include but are not limited to, meetings with District staff, review of technical documentation, plan check and inspection services, if appropriate and included, and completion of any reports or documentation described on the exhibits hereto.

Contractor represents and warrants that it (i) is an independent contractor; (ii) if it is incorporated or otherwise formed outside the State of California, it is registered or has legal right to provide services within California; (iii) has the qualifications, experience, and facilities necessary to properly perform the Services in a thorough, competent and professional manner; (iv) has specially trained, experienced and competent personnel to perform the Services; and (v) shall faithfully, competently and to the best of its ability, experience and talent perform all Services.

2. **Term**. Subject to earlier termination as provided below, this Agreement shall remain in effect from the date signed by the District, as indicated in the signature page, to and including June 30, 2024 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Performance**. Contractor shall commence work on February 10, 2023 and shall complete the Services within the Term pursuant to the schedule agreed-upon by the Parties. Contractor offers to provide the Services with the due diligence and timeliness necessary to accomplish the work within the required time. Failure to complete any of the Services pursuant to that schedule shall be deemed a default as provided below.

In the performance of the Services, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required under this Agreement.

4. **Compensation**. Subject to any limitations set forth below or elsewhere in this Agreement, the District agrees to pay Contractor the amounts specified in **Exhibit B** "Compensation". The total Compensation, including reimbursement for actual expenses, shall not exceed \$46,500, unless additional compensation is approved in writing by the District.

5. **Required Documents**. Contractor shall not commence work under this Agreement until it has completed, signed and submitted this Agreement and the documents and Certificates identified by the District on **Exhibit C**.

6. **Method of Payment; Expenses.** Payment of undisputed amounts due for Services actually completed to the satisfaction of the District will be made within 60 days after the District receives a satisfactory invoice from Contractor. Invoices shall not include any Services previously paid by the District and must be in form and content satisfactory to the District. No compensation will be paid for any Services or work not approved by the District

under this Agreement. No final payments shall be authorized until all reports have been rendered to and approved by the District.

The District shall not be liable to Contractor for any costs or expenses incurred by Contractor except to the extent pre-approved in writing by the District and verified and supported by adequate records satisfactory to the District. Materials required to complete the Services shall be provided by Contractor, except as otherwise specified in a writing signed by the District and Contractor concurrently with or after the delivery of this Agreement.

7. **Incorporation of Recitals, Exhibits and Attachments**. All exhibits and attachments to this Agreement, including any "required documents" specified above, are incorporated as if fully set forth herein as are all other documents incorporated by reference (including the Proposal) but all such documents are subordinate to this Agreement and in the event of inconsistency or conflict this Agreement controls unless otherwise specified in a writing signed by the District.

8. **Indemnification**. To the fullest extent allowed by law, Contractor shall hold harmless, indemnify and defend the District and its Board members, officers, agents, representatives and employees (collectively, "indemnified parties") from any and all claims, demands, losses, liabilities, claims, suits and actions (collectively, "claims") of any kind, nature and description, including but not limited to personal injury, death, property damage and consultants (and/or attorneys) fees and costs, directly or indirectly, arising or resulting from this Agreement or the performance of the Services (including failure to comply with any standard of care applicable to Contractor or the Services) or any action or inaction done, permitted or suffered by Contractor (or its officers, employees, consultants, subcontractors or agents) in connection with this Agreement, unless the claims are caused by the sole negligence or willful misconduct of the District; provided that, if the applicable law so requires, Contractor's obligations to indemnify the District may be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor, its officers, employees, consultants, subcontractors or agents. The District has the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties. This provision shall survive the termination of this Agreement.

9. **Insurance**. Prior to commencing any Services, Contractor shall obtain, and shall maintain in full force and effect during the Term, the following insurance policies, with at least the coverage amounts indicated below:

- (1) To the extent applicable to Contractor and the Services, **Commercial General Liability** (\$1,000,000 per occurrence; \$2,000,000 general aggregate) **and Automobile Liability Insurance** (\$1,000,000) protecting from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments in connection with performance of the Services. (Form CG 0001 and CA 0001, or equivalent).
- (2) If Contractor employs any person to perform the Services, Workers' Compensation Insurance in conformance with all applicable statutory limits; Employers' Liability Insurance (\$1,000,000 per accident or disease).
- (3) If Contractor is providing professional Services, **Professional Liability (Errors and omissions) Insurance** (\$1,000,000 per claim), as appropriate to the Contractor's profession.

a. **Certificates and Endorsements**. All insurance certificates shall be subject to approval by the District as to form and content. With the exception of professional liability, if any, policies shall be written on an occurrence form. The coverage (except for Worker's Compensation, Professional Liability or Employer's Liability insurance) shall be primary and policies or endorsements shall name the District, its Board members, officers, employees, agents and representatives as additional insureds. A clause stating that "At least 30 days prior written notice of cancellation, suspension or reduction" and "At least 10 days notice of cancellation for non-payment" will be given to the District is needed.

b. Contractor shall not perform any Services until after all required coverage has been obtained and provided to and approved by the District. Contractor shall not allow any subcontractor to commence any work under this Contract until the Contractor confirms and verifies that the subcontractor has met the minimum insurance requirements specified herein. The procuring and maintaining of any required insurance coverage shall not in any manner limit or be construed to limit Contractor's liability hereunder.

### 10. Termination and Suspension.

a. For Cause. If Contractor fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Contractor fails to

cure such breach(es) within 14 days of such notice (or to make arrangements for cure that are satisfactory to the District, if the breach is such that more than 14 days are required to cure), then the District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District's written notice to Contractor of its election to terminate.

b. For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon 30 days prior written notice to Consultant, in which case the District will pay Consultant as provided in Section III for all Services actually performed, and all authorized expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination. Such payment shall be Consultant's sole and exclusive compensation and the District shall have no liability to Consultant for any other compensation or damages, including, without limitation, anticipated profits, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

11. **Inspection;** Acceptance. The District may, at its discretion, inspect and accept or reject any Services. Acceptance of any Service shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

12. **Ownership**; Copyright. All data, documents and information provided, created, prepared and/or used in connection with the Services shall be the property of and returned to the District and cannot be used without the District's prior written consent. All reports, specifications, documents, drawings or other materials generated constitute "works made for hire" by or for the District and the District will be the "author" and owner of all such reports under applicable copyright laws.

13. **Compliance with Laws**. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services. None of the District, its board members, officials, employees or agents shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

Without limiting the generality of the foregoing, to the extent applicable, the *Fingerprinting/Criminal Background Investigation Certification* must be completed before any services are performed by Contractor.

### (Contractor Initials)

14. **Independent Contractor Status**. Contractor is and shall remain an independent contractor. Contractor states and affirms that it is acting as a free agent and independent Contractor, maintains a separate business address and that this Agreement is not exclusive. The District is not liable or responsible to Contractor for any payments (other than the Compensation), withholding income or other taxes, salaries, benefits, loss, costs, expenses, injury or damages. Contractor shall be responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement. A 1099 tax form will be provided to Contractor for services rendered at the end of each calendar year.

15. Contractor's Books and Records. Contractor shall maintain and make available to the District or its representatives upon request, any and all documents and records demonstrating or relating to Contractor's performance of the Services for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

16. **Confidentiality**. Contractor agrees to hold and protect confidential information of the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, as strictly confidential and not disclose any part of it without the prior written permission of the District. Contractor shall not, either directly or indirectly, use any confidential District information for Contractor's own benefit. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provisions of this Agreement shall survive and remain in full force and effect beyond the termination or expiration of this Agreement.

If it appears that Contractor has disclosed (or has threatened to disclose) such confidential information in violation of this Agreement, the District shall be entitled to an injunction to restrain Contractor from such disclosures

and/or from providing services to any party to whom such information has been, or is intended to be, disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

17. **Waiver**. Waiver of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by either party of any breach or default shall not constitute a waiver of any other provision or of any subsequent breach or violation of any provision of this Agreement. Acceptance by the District of any work or services shall not constitute a waiver of any of the provisions of this Agreement.

18. Governing Law; Venue. This Contract shall be construed and interpreted pursuant to the laws of the State of California, without regard to any conflict of laws principles. Jurisdiction and venue shall be in the superior courts of Santa Clara County, wherein this Contract shall be deemed to have been executed and Services, Work and products furnished. Any attempt by any Party to remove venue to another jurisdiction or, unless mutually agreed in writing, to federal court, shall constitute a material breach of this Contract.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral with respect thereto.

20. Assignment; Amendment. Contractor obligations under this Agreement shall not be assigned by Contractor without the District's prior written consent. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Contractor and by the District.

21. Attorney Fees. The party prevailing in a claim, dispute, or legal proceeding to enforce or interpret this Agreement shall be entitled to recover, and the other party shall pay, reasonable attorney fees and expenses.

22. Notices. All notices, invoices and other information required under this Agreement shall be in writing and either personally delivered during normal business hours or sent by first-class U.S. mail (certified, return receipt requested), express delivery service, facsimile transmission, or email to the other Party, as follows:

District Representative	Contractor Representative
Name: Alvaro Meza	Name:
Department: Business Services	Title:
Address: 7810 Arroyo Circle, Gilroy CA 95020	Address:
Phone: (669)205-4000	Phone:
Email: alvaro.meza@gilroyunified.org	Email:

Notice shall be deemed given when received, if personally delivered or faxed (evidence of successful transmission must be retained) or emailed (acknowledgement of receipt of email must be retained), or 3 days after mailing if sent via U.S. mail. Notice of change of address must be given as required herein. Contractor invoices must include the name of the person providing the service, the service performed, the date the service was rendered and the number of hours spent on the work.

23. Authority to Execute. The person executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

Gilroy Unified School District	Jerome Zalinski
By:	By:
Title: Assistant Superintendent of Business Services	Title:
Date:	Date:

FOR DISTRICT OFFICE USE	FOR CONTRACTOR TO COMPLETE:
Funding Code:	License #
Funding Program:	State of incorporation or formation:
Form approved by District Legal Counsel 5/22/2020	Type of Business Entity:

### **EXHIBIT A** TO AGREEMENT FOR CONTRACTOR SERVICES

### SERVICES

### I. Contractor will perform the following Services under the Captioned Agreement: See Attached Proposal Dated January 30, 2023

- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the District: See Attached Proposal Dated January 30, 2023
- III. During performance of the Services, Contractor will keep the District appraised of the status of performance by meeting with the District weekly at a schedule appropriate by both parties. Project milestones and progress reports will be discussed at each meeting.
- IV. Contractor will utilize the following personnel to accomplish the Services:
  - $\square$  None.
  - $\Box$  See attached list.
- V. Contractor will utilize the following subcontractors to accomplish the Services (check one):
  - $\Box$  None.
  - $\Box$  See attached list.

### VI. AMENDMENT

The Services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspect of performance, Contractor shall comply with the Services as indicated above.

### **EXHIBIT B** TO AGREEMENT FOR CONTRACTOR SERVICES

### COMPENSATION

- I. The following rates of pay shall apply in the performance of the Services under this Agreement: See Attached Proposal Dated January 30, 2023
- II. Contractor may utilize subcontractors as indicated in this Agreement.
- III. The District will compensate Contractor for the Services performed upon approval by the District of a valid and complete invoice, in form and substance acceptable to the District. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement or any other document, payment of the invoice does not constitute acceptance of the partially completed work or service. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all supplies, materials and equipment properly charged to the Services.
  - C. Line items for all travel pre-approved by the District and properly charged to the Services.
  - D. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by the District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by the District and sign-off from District staff, program manager or project manager assigned by the District to supervise the Services.

IV. The total compensation for the Services shall not exceed \$46,500, as provided in Section 4 of this Agreement.

### EXHIBIT C INSURANCE AND OTHER REQUIRED CERTIFICATES

### See attached, copies of the following certificates

- Insurance Certificates and Endorsements
- General Commercial
- Fingerprinting/Criminal Background Certification (if potential contact with students)
- Tuberculosis Clearance (if potential contact with students)
- Worker's Compensation Certificate or Evidence of Sole Proprietorship
- W-9 Form
- Conflict of Interest Certification

### EXHIBIT C CRIMINAL RECORDS (FINGERPRINTING) CERTIFICATE

(All Consultant/Contractors must complete this Certificate)

I, the undersigned, am an authorized representative of Jerome Zalinski, the Consultant/Contractor under the above-numbered Agreement. In that capacity, with respect to Education Code §§ 45125.1 and 44237, I do hereby *certify, represent and warrant* to District's Superintendent and Board, on my behalf and on behalf of Consultant/Contractor as follows (check all that apply):

□ No fingerprinting/ background check clearance is required for any Provider (defined below) pursuant to Education Code §45125.1(a) because no Provider will have any opportunity to interact with District pupils outside the immediate supervision and control of their parent, legal guardian or a District employee or to receive or access any confidential student information or records.

In checking this box, I commit to immediately notify District, in writing, if any changes to the work or services under the Agreement will result in allowing any Provider to have such contact with a District student or to receive or access any confidential student information or records.

Initial Here

- □ Consultant/Contractor has been informed by the District that the requirements of Education Code §45125.1 do not apply because the Services under the Agreement are being provided in an emergency or exceptional situation, as follows (check as appropriate and explain briefly):
  - □ The health or safety of pupils is endangered due to:\_\_\_\_
  - □ The following repairs are urgently needed to make the following District facility(ies) safe and habitable: \_\_\_\_\_\_
  - $\Box$  Other (explain):
- □ Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code §45125.1(a) for all Providers.
- Consultant has complied with the fingerprinting and criminal background investigation requirements for all Providers as well as for the following persons identified by District pursuant to §45125.1(c)) (list the name and last name of any additional persons identified by District for background checks. Use additional sheets if needed):

## In connection with <u>each Provider and any other persons identified by District under §45125.1(c)</u>, Consultant/Contractor certifies, represents and warrants that:

- 1. On the date hereof Consultant/Contractor has, or will have prior to allowing such Provider to enter any District site or have an opportunity to interact with any student or receive or access any confidential student information or records, a valid criminal records summary as described in Education Code §44237;
- Consultant/Contractor will ensure that no Provider enters a District site or have an opportunity to interact with any student or receive or access any confidential student information or record until it has received notification from the California Department of Justice (pursuant to Education Code §45125.1(d)(1)), that such Provider has no pending proceeding(s) or conviction(s) for any felony defined in Education Code §45122. 1;
- 3. Consultant/Contractor will immediately provide to District any subsequent arrest and conviction information it receives concerning any Provider;

- 4. Consultant/Contractor will not permit any Provider to access or use any District property or facility or interact with any District pupil in violation of any provision of Education Code §45125.1; *AND*
- 5. Pursuant to §45125.1(f), Consultant/Contractor will not authorize or allow any Provider convicted of a felony defined in Education Code §45122. 1 to enter any District site or have an opportunity to interact with any student or receive or access any confidential student information or records or to provide any work or service that might allow such Employee opportunity to interact in any way with any District pupil.

Consultant/Provider understands and agrees that for purposes of this Certificate, the term "Provider" each Consultant/Contractor employee, volunteer, subconsultant/subcontractor or other person providing work or services relating to the Agreement under the Consultant/Contractor's direction and control. Furthermore, any individual operating as a sole proprietor shall be considered a Provider. In addition, Consultant/Contractor shall ensure that each subconsultant/subcontractor who is a separate legal entity complete and deliver this Certificate or Consultant/Contractor shall assume responsibility for compliance of each person employed by subconsultant/subcontractor.

Signature		Date:	
Name / Title			
Contractor / Consultant	Jerome Zalinski		

#### **EXHIBIT C**

### Health and Safety Requirements for Contractors/Consultants (TB and COVID-19 Certifications)

The District is committed to providing a safe environment and requires Consultant/Contractor under the above numbered Agreement to fully comply with and abide by all applicable laws, regulations and guidance concerning health and safety, including but not limited to applicable risk assessment or testing relating to tuberculosis, COVID-19 and other infectious diseases. To that end, Consultant/Contractor must complete this Certificate and deliver it to the District.

I, the undersigned, am an authorized representative of Jerome Zalinski, the Consultant/Contractor under the Agreement. By executing and delivering this instrument, Consultant/Contractor *certifies, represents and warrants* to the District's Superintendent and Board of Trustees, in connection with each Consultant/Contractor employee, volunteer, subconsultant/subcontractor or other person providing work or services relating to the Agreement under the Consultant/Contractor's direction and control (each, a "Provider"), as follows:

**TB** Certification. With respect to Education Code § 49406, I certify that (check all that apply):

- □ No Provider shall come in contact with any District pupil because Services will be provided at an unoccupied school site or remotely only. Thus, no TB assessments/exams are needed.
- □ Consultant/Contractor shall comply (and shall ensure that each subconsultant/subcontractor complies) with the TB requirements with respect to each Provider accessing any District facility or otherwise likely to be in proximity to or come into contact with District students. Furthermore,

1. only the Providers named below will enter a District facility and/or have <u>contact</u> with District students. At no cost to District, each of them has submitted to the required TB risk assessment and, if deemed necessary by a physician/surgeon, a TB test within the 60 days prior to the date hereof (or, if this is a renewal or extension of an existing contract, within the last four years), all in compliance with  $\S$  49406.

#### (LIST ADDITIONAL NAMES ON ATTACHED SHEET(S) OF PAPER, IF NEEDED)

2. Consultant/Contractor will not allow any Provider to enter any District facility and/or have <u>contact</u> with District students until it has received documentation that the person was examined and found free from active TB. Consultant shall maintain and regularly update such certificates/documentation which will be made available to the District upon request.

Signature	Date:
Name / Title	

Contractor / Consultant

Jerome Zalinski

**COVID19 Certification**. By executing and delivering this instrument, Consultant/Contractor *certifies, represents and warrants* to the District's Superintendent and Board of Trustees that:

- 1. Consultant/Contractor, it is fully aware of an in compliance with all relevant guidance, regulations and laws concerning COVID-19 health and safety, as in effect and applicable on the date of the Agreement (collectively, "COVID19 Procedures"), including but not limited to:
  - The guidelines and requirements of the Santa Clara County Public Health Department ("County") (<u>https://covid19.sccgov.org/public-health-orders</u>).
  - The guidelines and requirements of the State of California ("State") (<u>https://covid19.ca.gov/</u>), including those promulgated by Cal/OSHA, such as COVID-19 Prevention Emergency Temporary Standards.
  - The state, federal and local guidance and requirement applicable to K-12 school districts, including the District's policies and procedures currently in effect.
- 2. As the authorized representative of Consultant/Contractor, I will ensure that all Providers accessing any District facility and/or having any <u>contact</u> with District students abide by the applicable COVID19 Procedures, including but not limited to any vaccination, social distancing and masking requirements in effect while providing work or services under the Agreement.
- 3. I will ensure that no Provider enters any District facility or interact with any pupil or District employee if they or anyone in their household has symptoms of or has tested positive for COVID-19, or if they have been exposed to anyone who has symptoms or tested positive for COVID-19.
- 4. I will maintain records evidencing compliance with any applicable requirements (such as vaccination) and will provide such records to (or as directed by) District upon request.
- 5. Consultant fully releases and discharges District from, and agrees to protect District against, any liability, cost or loss arising from or relating to any Provider COVID-19 infection.

Signature		Date:	
Name / Title		_	
Contractor / Consultant	Jerome Zalinski		

#### WORKERS' COMPENSATION CERTIFICATION

(NOTE: This Certification is required for ALL services agreements and public work contracts; Not required in connection with the acquisition of manufactured items not installed by a contractor or in connection with the use of District facilities by a third party not providing services to District)

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- □ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- □ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement. (In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

Signature		Date:	
Name / Title			
Contractor / Consultant	<u>Jerome Zalinski</u>		

### **CONFLICT OF INTEREST CERTIFICATION; DISCLOSURE OF INTEREST**

Contractor shall not make, participate in making, or use the position afforded them by this Agreement to influence, any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

I, the undersigned, am an authorized representative of Contractor and hereby REPRESENT and CERTIFY on Contractor's behalf that neither Contractor, nor any officer or principal of Contractor, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the District or which would in any way hinder Contractor's performance under this Agreement. Contractor further represents that in the performance of this Agreement, no person having any such interest shall be employed by Contractor as an officer, employee, agent or subcontractor without the express prior written consent of the District. Contractor also agrees as follows:

**a.** At all times during the Term, Contractor will avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the District in the performance of this Agreement; and

**b.** If Contractor provides or prepares recommendations for the provision, acquisition or delivery of products or service; then Contractor agrees to provide full disclosure of any financial interest including but not limited to service agreements and/or remarketing agreements that may allow Contractor to materially benefit. Such disclosure may include filing with the District a Statement of Economic Interests (Form 700). Contractor shall also require all consultants or subcontractors who are involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any District financial interest to file such form with the District; and

**c.** In connection with Paragraph b, above, Contractor agrees to notify the Superintendent, in writing, if Contractor believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Signature
-----------

\_\_\_Date: \_\_\_\_\_

Name / Title

Contractor / Consultant

Jerome Zalinski

#### **CONSTRUCTION SERVICES OF JEROME R. ZALINSKI**

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

January 30, 2023

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

Mr. Nadeau

We are pleased to provide you with proposals for inspection services for Solar Projects at 6 schools in the Gilroy Unified School District. The proposal is based on DSA BOX project requirements.

#### Sites as follows:

El Roble E.S.	DSA App # 01-120622 DSA app # 01-120642 DSA App # 01-120621	=\$7,500 =\$7,500 =\$7,500
Glen View E.S. D Rod Kelly E.S. D	DSA App # 01-120644 DSA App # 01-120643 DSA App # 01-120640	=\$7,500 =\$7,500 =\$9,000
Total costs		=\$46,500
If all six projects are contracted as one and completed within 150 calender days deduct		=\$3,000
For an adjusted to	otal cost of	=\$43,500

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

Class 2 Inspector may be assigned to these projects.

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

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

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

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

Thank You

vronu PJaliusk'

Jerome R. Zalinski Principal Inspector

#### **NOTICE TO BIDDERS**

- 1. Notice is hereby given that the governing board ("Board") of the Gilroy Unified School District ("District") will receive, by electronic submission, bids for School Emergency Gates Project.
- 2. The Project consists of: Installation of emergency egress gates with panic hardware at all necessary sites
- 3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): A,B or C-13

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

- 4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
- 5. Contract Documents will be available on or after February 9th, 2023, for review at the District Facilities Office (220 Swanston Lane, Gilroy), and may be downloaded from the District's website, www.gilroyunified.org, using the ["Facilities Projects and Information"] link. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:
  - A. Builder's Exchange of Santa Clara County (408)727-4000.
  - B. https://www.qualitybidders.com/bids
- 6. Contract Documents are also available for purchase for one-hundred dollars (\$100) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
- 7. The District will only receive bids submitted electronically. Bids will be received until 3/10/2023 2:00:00 PM, only at the following email address bids@gilroyunified.org, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
- 8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned via email to the original sender address.
- 9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

- 10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Gilroy Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
- 11. A mandatory pre-bid conference and site visit will be held on February 16, 2023 at 9:00 AM at Rucker Elementary School, Gilroy.. All participants are required to sign in upon arrival. See District Personnel for sign-in sheet. This will serve as proof of contractors attendance. Failure to attend or tardiness will render bid ineligible.
- 12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
- 13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
- 14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.
- 15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
- 16. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols. [DWK1]
- 17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
- 18. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

#### END OF DOCUMENT

# GILROY UNIFIED SCHOOL DISTRICT BASS RULE

## **RESOLUTION NO. XXX**

**WHEREAS,** THE GILROY UNIFIED SCHOOL DISTRICT works continuously to promote sustainable practices;

WHEREAS, climate change is affecting the world as a whole;

**WHEREAS**, climate change is defined as the modification of climate patterns due to the increase of carbon in the atmosphere;

**WHEREAS**, planting more trees will help reduce the parts per million of carbon within the atmosphere;

WHEREAS, planting more trees on campus will help GUSD reduce its carbon footprint,

**WHEREAS**, if it becomes necessary to remove a tree from District property for any reason, the District shall promptly replace it with at least two newly planted trees, on the original site if practical, or elsewhere on District property otherwise;

**WHEREAS**, the types of trees shall be appropriate for the conditions, as determined by a landscape architect or arborist, and be a minimum 24-inch box size;

**THEREFORE, BE IT RESOLVED,** this policy shall be known as the Bass Rule, in honor of Trustee Heather Bass [2014-2018] who inspired it.

PASSED AND ADOPTED by the following called votes on this XX of XX, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Education GILROY UNIFIED SCHOOL DISTRICT

Clerk, Board of Education GILROY UNIFIED SCHOOL DISTRICT 3a



# Fwd: Support for 10th Street Bridge over Uvas Creek

3 messages

Alvaro Meza <alvaro.meza@gilroyunified.org> To: Natalie Martinez <natalie.martinez@gilroyunified.org> Wed, Feb 1, 2023 at 1:07 PM

**3c** 

Hi Natalie, Please add this to our FSC agenda per Dr. Flores.

Sent from mobile device <AM>

------ Forwarded message ------From: **Gary Heap** <Gary.Heap@ci.gilroy.ca.us> Date: Wed, Feb 1, 2023, 11:47 AM Subject: Support for 10th Street Bridge over Uvas Creek To: Alvaro Meza <alvaro.meza@gilroyunified.org> Cc: Rachelle Bedell <Rachelle.Bedell@ci.gilroy.ca.us>

Good Morning Alvaro,

The City of Gilroy is in the process of applying for federal grant funding for constructing the 10<sup>th</sup> Street Bridge over Uvas Creek. As part of the application process, the City is required to gather feedback from the community and local partners regarding the project.

Would Dr. Flores be able to provide the City with some written comments, or even a letter of support, regarding how a bridge at 10<sup>th</sup> Street would impact the adjacent Gilroy High School? We would like to provide insights as to the increased level of services that would be provided if the bridge were constructed. However, all feedback is welcome. **All comments and feedback are required by Friday, February 10, 2023, for inclusion in the grant application submittal.** 

I've included information on the project and project background below. Please don't hesitate to reach out if you have any questions or concerns.

Thank you for your consideration, and I look forward to hearing from you.

Gary

## Background on the 10<sup>th</sup> Street Bridge:

The 10th Street Bridge is a critical east-west connector. It has been identified as a main corridor of our City, linking the State's freeway system (US 101) to the County's expressway system (Santa Teresa Boulevard).

Plans for the bridge include extra wide pedestrian and bicycle lanes facilitating pedestrian and cyclist movement and safety.

Additionally, an essential safety improvement proposed is the change of the curve in the roadway at the end of 10th Street on the east side of Uvas Creek to the north into an intersection governed by a new roundabout. The roundabout is anticipated to slow traffic.

The 10th Street Bridge connection was planned with the Glen Loma development. The City is currently completing the bridge's design and looking for funding sources for construction, including federal grant funding.

Gary Heap, P.E.

City Engineer/Transportation Engineer

Public Works Department

City of Gilroy

www.cityofgilroy.org

#### 3 attachments



